

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

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

<https://us04web.zoom.us/j/78964253106?pwd=ODNkQWpidUxVcHA3eFVaVk1aQTZadz09>

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

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

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

Pacific View Charter School

**A California Public School and Nonprofit 501 (c) (3) Corporation
3670 Ocean Ranch Blvd., Oceanside, California 92056
Phone # (760) 757-0161**

AGENDA

**Board of Trustees’ Meeting – Tuesday, February 16, 2021
3:30 p.m.**

1.0 Call to Order/Roll Call

2.0 Approval of Agenda

Action

3.0 Pledge of Allegiance

4.0 Public Comment

5.0 Introductions

6.0 Executive Director's Report

Information

7.0 Consent Calendar

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

7.1 Minutes from Board Meeting of January 19, 2021

Action

8.0 Action/Discussion/Information Items

8.1 2019 Internal Revenue Form 990

Action

8.2 Consideration and approval of Board resolution approving participation in the California School Finance Authority's ASAP Program to provide cash flow financing for planned February through June 2021 apportionment deferrals. **Action**

Action

8.3 Board Warrant Listing January 1, 2021 to January 31, 2021

Action

8.4 2021-2022 Injury & Illness Prevention Program Annual Update Oceanside and Moreno Valley

Action

8.5 Nonpublic, Nonsectarian School/Agency Services Master Contract – Rady’s Children’s Hospital

Action

8.6 2021-2022 School Calendar Revised

Action

8.7 2020-2021 Second Interim Report

Action

8.8 Oceanside Unified School District Annual Report

Information

9.0 Personnel

9.1 Leadership Salary Schedule Stabilization

Action

10.0 Curriculum

10.1 Curriculum Policy #14- High School Grade Level Criteria

Action

10.2 AGS Civics Course Outline Name Change - Foundations American Government

Action

10.3 Edgenuity Principles of American Democracy Course Outline

Name Change to American Government

Action

11.0 Board Staff Discussion

12.0 Adjournment

7.1

Pacific View Charter School

A California Public School and Nonprofit 501 © (3) Corporation

3670 Ocean Ranch Blvd., Oceanside, California 92056

Phone # (760) 757-0161

Board of Trustees' Meeting –Tuesday, January 19, 2021

3:30 p.m.

Board Minutes

1. Roll Call/ Call to Order

Chairperson Walters called the meeting to order at 3:30pm. Present Trustee Vice Chair Taylor. Absent Trustee Meyer

2. Approval of Agenda

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

AYES: Taylor, Walters

NOES: None

ABSTAIN: None

ABSENT: Meyer

3. Pledge of Allegiance

The Pledge of Allegiance was let by Jon Walters, Board Chair

4. Public Comment – None

5. Introductions

Erin Gorence, Director of Curriculum; Lori Bentley, Human Resources & Business Services; Geoff Weeks, Interim Lead Teacher K8; Erin Gorence, Director of Curriculum; Gayl Johnson, Director of Student Services; Kathy Meck, Interim Site Supervisor.

6. Executive Director Report

 Tabled to next week

7.0 Consent Calendar

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

AYES: Taylor, Walters

NOES: None

ABSTAIN: None

ABSENT: Meyer

8.0 Action/Discussion Items

8.1 Moved by Chairperson Walters & seconded Vice Chair Taylor by to approve the 2021-2022 School Calendar as presented.

AYES: Taylor, Walters

NOES: None

ABSTAIN: None

ABSENT: Meyer

8.2 Moved by Vice Chair Taylor & seconded by Chairperson Walters to approve the Board Warrant Listing for November 1, 2020 -December 31, 2020 as presented.

AYES: Taylor, Walters

NOES: None

ABSTAIN: None

ABSENT: Meyer

8.3 Moved by Chairperson Walters & seconded by Vice Chair Taylor to approve the COVID-19 International Travel as presented.

AYES: Taylor, Walters

NOES: None

ABSTAIN: None

ABSENT: Meyer

8.4 Moved by Chair Walters and seconded by Vice Chair Taylor to approve the Nonpublic, Nonsectarian School/Agency Service Master Contract for K12 Health for the2020-2021 year as presented.

AYES: Taylor, Walters

NOES: None

ABSTAIN: None

ABSENT: Meyer

9.0 Personnel

9.1 This item was tabled until next month

10.0 Board Staff Discusstion

 None

11.0 Adjournment Chair Walters adjourned the meeting at 3:41pm

8.1

EIDE BAILLY LLP
10681 FOOTHILL BLVD., STE. 300
RANCHO CUCAMONGA, CA 91730-3831

PACIFIC VIEW CHARTER SCHOOL
C/O SAN DIEGO COUNTY OFFICE OF EDUCATION
6401 LINDA VISTA RD, NO. 605
SAN DIEGO, CA 92111

|||||

Caution: Forms printed from within Adobe Acrobat products may not meet IRS or state taxing agency specifications. When using Acrobat, select the "Actual Size" in the Adobe "Print" dialog.

CLIENT'S COPY

DRAFT

February 8, 2021

Pacific View Charter School
c/o San Diego County Office of Education
6401 Linda Vista Rd No. 605
San Diego, CA 92111

Pacific View Charter School:

Enclosed are the 2019 Exempt Organization returns, as follows...

2019 Form 990

2019 California Form 199

2019 IRS E-File Signature Authorization For An Exempt Organization (Form 8879-EO)

In addition, we have included a separate public disclosure copy of the Form 990 and Form 990-T (if applicable) on our secure portal site. All exempt organizations are required to have a copy of their current year Form 990 and two prior year returns available for public inspection. If the Form 990 includes a Schedule of Contributors (Schedule B), we have removed the names and addresses of contributors from this return, as this information is not open to public inspection. Only organizations exempt under 501(c)(3) must make the current year Form 990-T and two prior year returns available. Please print and sign the public disclosure copy(ies) and keep them available at your primary office location.

Please advise us if the Internal Revenue Service and/or the Franchise Tax Board makes written or verbal inquiries regarding this return. Internal Revenue Service and the Franchise Tax Board correspondence is occasionally incomplete and/or inaccurate. We will assist you in resolving any tax matter upon your request.

We prepared the return from information you furnished us without verification. Upon examination of the return by tax authorities, requests may be made for underlying data. We therefore recommend that you preserve all records which you may be called upon to produce in connection with such possible examinations.

Many states require legal entities to register with them in order to do business in their state. Please remember to keep your registration active and current for each state that you have business activities.

We sincerely appreciate the opportunity to serve you. Please contact us if you have any questions concerning the tax return.

Sincerely,

Catherine L. Gray
of Eide Bailly, LLP

TAX RETURN FILING INSTRUCTIONS

FORM 990

FOR THE YEAR ENDING

June 30, 2020

Prepared For:

Pacific View Charter School
c/o San Diego County Office of Education
6401 Linda Vista Rd No. 605
San Diego, CA 92111

Prepared By:

Eide Bailly LLP
10681 Foothill Blvd., Ste. 300
Rancho Cucamonga, CA 91730-3831

Amount Due or Refund:

Not applicable

Make Check Payable To:

Not applicable

Mail Tax Return and Check (if applicable) To:

Not applicable

Return Must be Mailed On or Before:

Not applicable

Special Instructions:

This return has qualified for electronic filing. After you have reviewed the return for completeness and accuracy, please sign, date and return Form 8879-EO to our office. We will transmit the return electronically to the IRS and no further action is required. Return Form 8879-EO to us by May 17, 2021

Form **8879-EO****IRS e-file Signature Authorization
for an Exempt Organization**

OMB No. 1545-1878

For calendar year 2019, or fiscal year beginning JUL 1, 2019, and ending JUN 30, 2020**2019**Department of the Treasury
Internal Revenue Service▶ **Do not send to the IRS. Keep for your records.**
▶ **Go to www.irs.gov/Form8879EO for the latest information.**

Name of exempt organization

**PACIFIC VIEW CHARTER SCHOOL
C/O SAN DIEGO COUNTY OFFICE OF EDUCATION**

Employer identification number

33-0920682

Name and title of officer

**GINA CAMPBELL
EXECUTIVE DIRECTOR****Part I Type of Return and Return Information** (Whole Dollars Only)

Check the box for the return for which you are using this Form 8879-EO and enter the applicable amount, if any, from the return. If you check the box on line **1a**, **2a**, **3a**, **4a**, or **5a**, below, and the amount on that line for the return being filed with this form was blank, then leave line **1b**, **2b**, **3b**, **4b**, or **5b**, whichever is applicable, blank (do not enter -0-). But, if you entered -0- on the return, then enter -0- on the applicable line below. **Do not** complete more than one line in Part I.

1a Form 990 check here ▶ <input checked="" type="checkbox"/>	b Total revenue , if any (Form 990, Part VIII, column (A), line 12)	1b <u>8,897,806.</u>
2a Form 990-EZ check here ▶	b Total revenue , if any (Form 990-EZ, line 9)	2b _____
3a Form 1120-POL check here ▶	b Total tax (Form 1120-POL, line 22)	3b _____
4a Form 990-PF check here ▶	b Tax based on investment income (Form 990-PF, Part VI, line 5)	4b _____
5a Form 8868 check here ▶	b Balance Due (Form 8868, line 3c)	5b _____

Part II Declaration and Signature Authorization of Officer

Under penalties of perjury, I declare that I am an officer of the above organization and that I have examined a copy of the organization's 2019 electronic return and accompanying schedules and statements and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amount in Part I above is the amount shown on the copy of the organization's electronic return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send the organization's return to the IRS and to receive from the IRS (a) an acknowledgement of receipt or reason for rejection of the transmission, (b) the reason for any delay in processing the return or refund, and (c) the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the organization's federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the organization's electronic return and, if applicable, the organization's consent to electronic funds withdrawal.

Officer's PIN: check one box only

☒ I authorize **EIDE BAILLY LLP**

ERO firm name

to enter my PIN **13157**Enter five numbers, but
do not enter all zeros

as my signature on the organization's tax year 2019 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I also authorize the aforementioned ERO to enter my PIN on the return's disclosure consent screen.

As an officer of the organization, I will enter my PIN as my signature on the organization's tax year 2019 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I will enter my PIN on the return's disclosure consent screen.

Officer's signature ▶ _____ Date ▶ _____

Part III Certification and Authentication

ERO's EFIN/PIN. Enter your six-digit electronic filing identification number (EFIN) followed by your five-digit self-selected PIN.

81199300050

Do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the 2019 electronically filed return for the organization indicated above. I confirm that I am submitting this return in accordance with the requirements of **Pub. 4163**, Modernized e-File (MeF) Information for Authorized IRS e-file Providers for Business Returns.

ERO's signature ▶ _____ Date ▶ **02/08/21**

ERO Must Retain This Form - See Instructions
Do Not Submit This Form to the IRS Unless Requested To Do So

LHA For Paperwork Reduction Act Notice, see instructions.

Form **8879-EO** (2019)

EXTENDED TO MAY 17, 2021

Form **990**
(Rev. January 2020)
Department of the Treasury
Internal Revenue Service

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

OMB No. 1545-0047

2019

Open to Public Inspection

Do not enter social security numbers on this form as it may be made public.

Go to www.irs.gov/Form990 for instructions and the latest information.

A For the 2019 calendar year, or tax year beginning JUL 1, 2019 and ending JUN 30, 2020

B Check if applicable: Address change Name change Initial return Final return/terminated Amended return Application pending	C Name of organization PACIFIC VIEW CHARTER SCHOOL C/O SAN DIEGO COUNTY OFFICE OF EDUCATION		D Employer identification number 33-0920682
	Doing business as		E Telephone number 760-757-0161
	Number and street (or P.O. box if mail is not delivered to street address) Room/suite 6401 LINDA VISTA RD 605	G Gross receipts \$ 8,897,806.	
	City or town, state or province, country, and ZIP or foreign postal code SAN DIEGO, CA 92111		H(a) Is this a group return for subordinates? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No H(b) Are all subordinates included? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No," attach a list. (see instructions) H(c) Group exemption number
F Name and address of principal officer: GINA CAMPBELL 3670 OCEAN RANCH BLVD, OCEANSIDE, CA 92056			
I Tax-exempt status: <input checked="" type="checkbox"/> 501(c)(3) 501(c) () (insert no.) 4947(a)(1) or 527			
J Website: PACIFICVIEW.ORG			
K Form of organization: <input checked="" type="checkbox"/> Corporation Trust Association Other			L Year of formation: 1999 M State of legal domicile: CA

Part I Summary

Activities & Governance	1 Briefly describe the organization's mission or most significant activities: THE ORGANIZATION IS COMMITTED TO PROVIDING A SAFE AND EXCEPTIONAL LEARNING ENVIRONMENT UTILIZING 21ST		
	2 Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.		
	3 Number of voting members of the governing body (Part VI, line 1a)	3	4
	4 Number of independent voting members of the governing body (Part VI, line 1b)	4	4
	5 Total number of individuals employed in calendar year 2019 (Part V, line 2a)	5	73
	6 Total number of volunteers (estimate if necessary)	6	4
	7a Total unrelated business revenue from Part VIII, column (C), line 12	7a	0.
b Net unrelated business taxable income from Form 990-T, line 39	7b	0.	
Revenue	8 Contributions and grants (Part VIII, line 1h)	Prior Year 8,714,331.	Current Year 8,809,335.
	9 Program service revenue (Part VIII, line 2g)	0.	0.
	10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)	66,938.	88,471.
	11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	0.	0.
	12 Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	8,781,269.	8,897,806.
	Expenses	13 Grants and similar amounts paid (Part IX, column (A), lines 1-3)	0.
14 Benefits paid to or for members (Part IX, column (A), line 4)		0.	0.
15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)		5,571,264.	6,549,155.
16a Professional fundraising fees (Part IX, column (A), line 11e)		0.	0.
b Total fundraising expenses (Part IX, column (D), line 25)		0.	
17 Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)		1,857,963.	1,712,264.
18 Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)		7,429,227.	8,261,419.
19 Revenue less expenses. Subtract line 18 from line 12	1,352,042.	636,387.	
Net Assets or Fund Balances	20 Total assets (Part X, line 16)	Beginning of Current Year 10,046,369.	End of Year 10,482,818.
	21 Total liabilities (Part X, line 26)	3,486,090.	3,286,152.
	22 Net assets or fund balances. Subtract line 21 from line 20	6,560,279.	7,196,666.

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	Signature of officer		Date		
	GINA CAMPBELL, EXECUTIVE DIRECTOR Type or print name and title				
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check if self-employed	PTIN
	CATHERINE L. GRAY		02/08/21	<input type="checkbox"/>	P01294460
Firm's name	Firm's EIN		Firm's address		
	EIDE BAILLY LLP	45-0250958	10681 FOOTHILL BLVD., STE. 300 RANCHO CUCAMONGA, CA 91730-3831		
Phone no.		909-466-4410			

May the IRS discuss this return with the preparer shown above? (see instructions) ☒ Yes ☐ No

Part III Statement of Program Service AccomplishmentsCheck if Schedule O contains a response or note to any line in this Part III ☒ **X****1** Briefly describe the organization's mission:

THE ORGANIZATION COMMUNITY IS FOCUSED ON THE SUCCESS OF EACH STUDENT AND PARTNERS WITH PARENTS IN THE EDUCATION OF THEIR CHILDREN. THE ORGANIZATION IS COMMITTED TO PROVIDING A SAFE AND EXCEPTIONAL LEARNING ENVIRONMENT UTILIZING 21ST CENTURY TOOLS, RESOURCES AND CURRICULIM.

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? ☐ Yes ☒ **No**

If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? ☐ Yes ☒ **No**

If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses.

Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code:) (Expenses \$ **6,537,428.** including grants of \$) (Revenue \$)
PACIFIC VIEW CHARTER SCHOOL IS A K-12 TUITION FREE, PUBLIC CHARTER SCHOOL SERVING SAN DIEGO, RIVERSIDE, ORANGE, AND IMPERIAL COUNTIES THAT SPECIALIZES IN ONE-ON-ONE INSTRUCTION. THE SCHOOL PROVIDES AN EXCELLENT EDUCATIONAL ALTERNATIVE BY PARTNERING WITH PARENTS AND STUDENTS THROUGH A PERSONALIZED LEARNING MODEL. THE ORGANIZATION CURRENTLY SERVES APPROXIMATELY 722 STUDENTS IN GRADES K-12.

4b (Code:) (Expenses \$ including grants of \$) (Revenue \$)

4c (Code:) (Expenses \$ including grants of \$) (Revenue \$)

4d Other program services (Describe on Schedule O.)

(Expenses \$ including grants of \$) (Revenue \$)

4e Total program service expenses **6,537,428.**

Part IV Checklist of Required Schedules

	Yes	No
1 Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? <i>If "Yes," complete Schedule A</i>	1 X	
2 Is the organization required to complete <i>Schedule B, Schedule of Contributors</i> ?	2 X	
3 Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? <i>If "Yes," complete Schedule C, Part I</i>	3	X
4 Section 501(c)(3) organizations. Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? <i>If "Yes," complete Schedule C, Part II</i>	4	X
5 Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? <i>If "Yes," complete Schedule C, Part III</i>	5	X
6 Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? <i>If "Yes," complete Schedule D, Part I</i>	6	X
7 Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? <i>If "Yes," complete Schedule D, Part II</i>	7	X
8 Did the organization maintain collections of works of art, historical treasures, or other similar assets? <i>If "Yes," complete Schedule D, Part III</i>	8	X
9 Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? <i>If "Yes," complete Schedule D, Part IV</i>	9	X
10 Did the organization, directly or through a related organization, hold assets in donor-restricted endowments or in quasi endowments? <i>If "Yes," complete Schedule D, Part V</i>	10	X
11 If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable.		
a Did the organization report an amount for land, buildings, and equipment in Part X, line 10? <i>If "Yes," complete Schedule D, Part VI</i>	11a X	
b Did the organization report an amount for investments - other securities in Part X, line 12, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VII</i>	11b	X
c Did the organization report an amount for investments - program related in Part X, line 13, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VIII</i>	11c	X
d Did the organization report an amount for other assets in Part X, line 15, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part IX</i>	11d	X
e Did the organization report an amount for other liabilities in Part X, line 25? <i>If "Yes," complete Schedule D, Part X</i>	11e X	
f Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? <i>If "Yes," complete Schedule D, Part X</i>	11f X	
12a Did the organization obtain separate, independent audited financial statements for the tax year? <i>If "Yes," complete Schedule D, Parts XI and XII</i>	12a X	
b Was the organization included in consolidated, independent audited financial statements for the tax year? <i>If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional</i>	12b	X
13 Is the organization a school described in section 170(b)(1)(A)(ii)? <i>If "Yes," complete Schedule E</i>	13 X	
14a Did the organization maintain an office, employees, or agents outside of the United States?	14a	X
b Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000 or more? <i>If "Yes," complete Schedule F, Parts I and IV</i>	14b	X
15 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or other assistance to or for any foreign organization? <i>If "Yes," complete Schedule F, Parts II and IV</i>	15	X
16 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or other assistance to or for foreign individuals? <i>If "Yes," complete Schedule F, Parts III and IV</i>	16	X
17 Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? <i>If "Yes," complete Schedule G, Part I</i>	17	X
18 Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? <i>If "Yes," complete Schedule G, Part II</i>	18	X
19 Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? <i>If "Yes," complete Schedule G, Part III</i>	19	X
20a Did the organization operate one or more hospital facilities? <i>If "Yes," complete Schedule H</i>	20a	X
b If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?	20b	
21 Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? <i>If "Yes," complete Schedule I, Parts I and II</i>	21	X

Form 990 (2019)

Part IV Checklist of Required Schedules (continued)

	Yes	No
22 Did the organization report more than \$5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? <i>If "Yes," complete Schedule I, Parts I and III</i>	22	X
23 Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? <i>If "Yes," complete Schedule J</i>	23	X
24a Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, that was issued after December 31, 2002? <i>If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a</i>	24a	X
b Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?	24b	
c Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?	24c	
d Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?	24d	
25a Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Did the organization engage in an excess benefit transaction with a disqualified person during the year? <i>If "Yes," complete Schedule L, Part I</i>	25a	X
b Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? <i>If "Yes," complete Schedule L, Part I</i>	25b	X
26 Did the organization report any amount on Part X, line 5 or 22, for receivables from or payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons? <i>If "Yes," complete Schedule L, Part II</i>	26	X
27 Did the organization provide a grant or other assistance to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity (including an employee thereof) or family member of any of these persons? <i>If "Yes," complete Schedule L, Part III</i>	27	X
28 Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV instructions, for applicable filing thresholds, conditions, and exceptions):		
a A current or former officer, director, trustee, key employee, creator or founder, or substantial contributor? <i>If "Yes," complete Schedule L, Part IV</i>	28a	X
b A family member of any individual described in line 28a? <i>If "Yes," complete Schedule L, Part IV</i>	28b	X
c A 35% controlled entity of one or more individuals and/or organizations described in lines 28a or 28b? <i>If "Yes," complete Schedule L, Part IV</i>	28c	X
29 Did the organization receive more than \$25,000 in non-cash contributions? <i>If "Yes," complete Schedule M</i>	29	X
30 Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? <i>If "Yes," complete Schedule M</i>	30	X
31 Did the organization liquidate, terminate, or dissolve and cease operations? <i>If "Yes," complete Schedule N, Part I</i>	31	X
32 Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? <i>If "Yes," complete Schedule N, Part II</i>	32	X
33 Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? <i>If "Yes," complete Schedule R, Part I</i>	33	X
34 Was the organization related to any tax-exempt or taxable entity? <i>If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1</i>	34	X
35a Did the organization have a controlled entity within the meaning of section 512(b)(13)?	35a	X
b If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? <i>If "Yes," complete Schedule R, Part V, line 2</i>	35b	
36 Section 501(c)(3) organizations. Did the organization make any transfers to an exempt non-charitable related organization? <i>If "Yes," complete Schedule R, Part V, line 2</i>	36	X
37 Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? <i>If "Yes," complete Schedule R, Part VI</i>	37	X
38 Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11b and 19?	38	X

Note: All Form 990 filers are required to complete Schedule O

Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response or note to any line in this Part V

	Yes	No
1a Enter the number reported in Box 3 of Form 1096. Enter -0- if not applicable	1a	14
b Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable	1b	0
c Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?	1c	X

Part V Statements Regarding Other IRS Filings and Tax Compliance (continued)

	Yes	No
2a Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return	2a	73
b If at least one is reported on line 2a, did the organization file all required federal employment tax returns?	2b	X
Note: If the sum of lines 1a and 2a is greater than 250, you may be required to e-file (see instructions)		
3a Did the organization have unrelated business gross income of \$1,000 or more during the year?	3a	X
b If "Yes," has it filed a Form 990-T for this year? If "No" to line 3b, provide an explanation on Schedule O	3b	
4a At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?	4a	X
b If "Yes," enter the name of the foreign country		
See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).		
5a Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?	5a	X
b Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?	5b	X
c If "Yes" to line 5a or 5b, did the organization file Form 8886-T?	5c	
6a Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?	6a	X
b If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?	6b	
7 Organizations that may receive deductible contributions under section 170(c).		
a Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?	7a	X
b If "Yes," did the organization notify the donor of the value of the goods or services provided?	7b	
c Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?	7c	X
d If "Yes," indicate the number of Forms 8282 filed during the year	7d	
e Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?	7e	X
f Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?	7f	X
g If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?	7g	
h If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?	7h	
8 Sponsoring organizations maintaining donor advised funds. Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?	8	
9 Sponsoring organizations maintaining donor advised funds.		
a Did the sponsoring organization make any taxable distributions under section 4966?	9a	
b Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?	9b	
10 Section 501(c)(7) organizations. Enter:		
a Initiation fees and capital contributions included on Part VIII, line 12	10a	
b Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	10b	
11 Section 501(c)(12) organizations. Enter:		
a Gross income from members or shareholders	11a	
b Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them.)	11b	
12a Section 4947(a)(1) non-exempt charitable trusts. Is the organization filing Form 990 in lieu of Form 1041?	12a	
b If "Yes," enter the amount of tax-exempt interest received or accrued during the year	12b	
13 Section 501(c)(29) qualified nonprofit health insurance issuers.		
a Is the organization licensed to issue qualified health plans in more than one state?	13a	
Note: See the instructions for additional information the organization must report on Schedule O.		
b Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	13b	
c Enter the amount of reserves on hand	13c	
14a Did the organization receive any payments for indoor tanning services during the tax year?	14a	X
b If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation on Schedule O	14b	
15 Is the organization subject to the section 4960 tax on payment(s) of more than \$1,000,000 in remuneration or excess parachute payment(s) during the year?	15	X
If "Yes," see instructions and file Form 4720, Schedule N.		
16 Is the organization an educational institution subject to the section 4968 excise tax on net investment income?	16	X
If "Yes," complete Form 4720, Schedule O.		

Form 990 (2019)

Part VI Governance, Management, and Disclosure For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes on Schedule O. See instructions.

Check if Schedule O contains a response or note to any line in this Part VI

☒**Section A. Governing Body and Management**

	1a	1b	Yes	No
1a Enter the number of voting members of the governing body at the end of the tax year If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain on Schedule O.	4			
b Enter the number of voting members included on line 1a, above, who are independent		4		
2 Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?			2	X
3 Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, trustees, or key employees to a management company or other person?			3	X
4 Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?			4	X
5 Did the organization become aware during the year of a significant diversion of the organization's assets?			5	X
6 Did the organization have members or stockholders?			6	X
7a Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?			7a	X
b Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?			7b	X
8 Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:				
a The governing body?			8a	X
b Each committee with authority to act on behalf of the governing body?			8b	X
9 Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If "Yes," provide the names and addresses on Schedule O			9	X

Section B. Policies (This Section B requests information about policies not required by the Internal Revenue Code.)

	Yes	No
10a Did the organization have local chapters, branches, or affiliates?	10a	X
b If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?	10b	
11a Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?	11a	X
b Describe in Schedule O the process, if any, used by the organization to review this Form 990.		
12a Did the organization have a written conflict of interest policy? If "No," go to line 13	12a	X
b Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?	12b	X
c Did the organization regularly and consistently monitor and enforce compliance with the policy? If "Yes," describe in Schedule O how this was done	12c	X
13 Did the organization have a written whistleblower policy?	13	X
14 Did the organization have a written document retention and destruction policy?	14	X
15 Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?		
a The organization's CEO, Executive Director, or top management official	15a	X
b Other officers or key employees of the organization	15b	X
If "Yes" to line 15a or 15b, describe the process in Schedule O (see instructions).		
16a Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?	16a	X
b If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?	16b	

Section C. Disclosure

17 List the states with which a copy of this Form 990 is required to be filed ► **CA**

18 Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A, if applicable), 990, and 990-T (Section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.
☐ Own website ☐ Another's website ☒ Upon request ☐ Other (explain on Schedule O)

19 Describe on Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.

20 State the name, address, and telephone number of the person who possesses the organization's books and records ►
THE ORGANIZATION - 760-757-0161
6401 LINDA VISTA RD, NO. 605, SAN DIEGO, CA 92111

Part VII	Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees <i>(continued)</i>
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[illegible]

2 Total number of individuals (including but not limited to those listed above) who received more than \$100,000 of reportable compensation from the organization ►

5

		Yes	No
3	Did the organization list any former officer, director, trustee, key employee, or highest compensated employee on line 1a? <i>If "Yes," complete Schedule J for such individual</i>		X
4	For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than \$150,000? <i>If "Yes," complete Schedule J for such individual</i>	X	
5	Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? <i>If "Yes," complete Schedule J for such person</i>		X

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

the organization report compensation for the calendar year ending with or without the organization's tax year.		
(A) Name and business address	(B) Description of services	(C) Compensation
NONE		
2 Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 of compensation from the organization		
0		

Form 990 (2019)

Part VIII Statement of Revenue

Check if Schedule O contains a response or note to any line in this Part VIII

				(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512 - 514
Contributions, Gifts, Grants and Other Similar Amounts	1 a Federated campaigns	1a					
	b Membership dues	1b					
	c Fundraising events	1c					
	d Related organizations	1d					
	e Government grants (contributions)	1e	8,770,027.				
	f All other contributions, gifts, grants, and similar amounts not included above ...	1f	39,308.				
	g Noncash contributions included in lines 1a-1f	1g	\$				
	h Total. Add lines 1a-1f						
Program Service Revenue			Business Code				
	2 a						
	b						
	c						
	d						
	e						
	f All other program service revenue						
	g Total. Add lines 2a-2f						
Other Revenue	3 Investment income (including dividends, interest, and other similar amounts)			88,471.			88,471.
	4 Income from investment of tax-exempt bond proceeds						
	5 Royalties						
	6 a Gross rents	6a	(i) Real (ii) Personal				
	b Less: rental expenses ...	6b					
	c Rental income or (loss)	6c					
	d Net rental income or (loss)						
	7 a Gross amount from sales of assets other than inventory	7a	(i) Securities (ii) Other				
	b Less: cost or other basis and sales expenses	7b					
	c Gain or (loss)	7c					
	d Net gain or (loss)						
	8 a Gross income from fundraising events (not including \$ _____ of contributions reported on line 1c). See Part IV, line 18	8a					
	b Less: direct expenses	8b					
	c Net income or (loss) from fundraising events						
	9 a Gross income from gaming activities. See Part IV, line 19	9a					
	b Less: direct expenses	9b					
	c Net income or (loss) from gaming activities						
	10 a Gross sales of inventory, less returns and allowances	10a					
b Less: cost of goods sold	10b						
c Net income or (loss) from sales of inventory							
Miscellaneous Revenue			Business Code				
	11 a						
	b						
	c						
	d All other revenue						
	e Total. Add lines 11a-11d						
12 Total revenue. See instructions				8,897,806.	0.	0.	88,471.

Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21				
2 Grants and other assistance to domestic individuals. See Part IV, line 22				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees	372,400.		372,400.	
6 Compensation not included above to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages	4,322,779.	3,713,654.	609,125.	
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
9 Other employee benefits	1,201,339.	1,003,560.	197,779.	
10 Payroll taxes	652,637.	522,110.	130,527.	
11 Fees for services (nonemployees):				
a Management				
b Legal				
c Accounting	22,119.	17,695.	4,424.	
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees				
g Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Sch O.)	642,230.	603,031.	39,199.	
12 Advertising and promotion				
13 Office expenses				
14 Information technology	60,850.	48,680.	12,170.	
15 Royalties				
16 Occupancy				
17 Travel				
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings	21,148.	16,918.	4,230.	
20 Interest	116,213.	92,970.	23,243.	
21 Payments to affiliates				
22 Depreciation, depletion, and amortization	142,858.	114,286.	28,572.	
23 Insurance	44,133.	35,306.	8,827.	
24 Other expenses. Itemize expenses not covered above (List miscellaneous expenses on line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a <u>INSTRUCTIONAL MATERIALS</u>	461,522.	369,218.	92,304.	
b <u>DISTRICT SUPERVISORY FE</u>	89,634.		89,634.	
c <u>MAINTENANCE</u>	65,160.		65,160.	
d <u>STUDENT PROGRAMS</u>	20,915.		20,915.	
e All other expenses	25,482.		25,482.	
25 Total functional expenses. Add lines 1 through 24e	8,261,419.	6,537,428.	1,723,991.	0.
26 Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation.				

Check here ☐ if following SOP 98-2 (ASC 958-720)

Form 990 (2019)

Part X Balance Sheet

Check if Schedule O contains a response or note to any line in this Part X

		(A) Beginning of year		(B) End of year
Assets	1 Cash - non-interest-bearing		1	
	2 Savings and temporary cash investments	4,537,150.	2	3,746,365.
	3 Pledges and grants receivable, net		3	
	4 Accounts receivable, net	475,052.	4	1,102,232.
	5 Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		5	
	6 Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B)		6	
	7 Notes and loans receivable, net		7	
	8 Inventories for sale or use		8	
	9 Prepaid expenses and deferred charges	43,475.	9	8,521.
	10a Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a 6,483,386.		
	b Less: accumulated depreciation	10b 857,686.	10c	5,625,700.
	11 Investments - publicly traded securities		11	
	12 Investments - other securities. See Part IV, line 11		12	
	13 Investments - program-related. See Part IV, line 11		13	
	14 Intangible assets		14	
	15 Other assets. See Part IV, line 11		15	
16 Total assets. Add lines 1 through 15 (must equal line 33)	10,046,369.	16	10,482,818.	
Liabilities	17 Accounts payable and accrued expenses	396,317.	17	663,341.
	18 Grants payable		18	
	19 Deferred revenue	208,886.	19	
	20 Tax-exempt bond liabilities		20	
	21 Escrow or custodial account liability. Complete Part IV of Schedule D		21	
	22 Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		22	
	23 Secured mortgages and notes payable to unrelated third parties	2,880,887.	23	2,608,686.
	24 Unsecured notes and loans payable to unrelated third parties		24	
	25 Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D	0.	25	14,125.
	26 Total liabilities. Add lines 17 through 25	3,486,090.	26	3,286,152.
Net Assets or Fund Balances	Organizations that follow FASB ASC 958, check here <input checked="" type="checkbox"/> and complete lines 27, 28, 32, and 33.			
	27 Net assets without donor restrictions	6,560,279.	27	7,196,666.
	28 Net assets with donor restrictions		28	
	Organizations that do not follow FASB ASC 958, check here <input type="checkbox"/> and complete lines 29 through 33.			
	29 Capital stock or trust principal, or current funds		29	
	30 Paid-in or capital surplus, or land, building, or equipment fund		30	
	31 Retained earnings, endowment, accumulated income, or other funds		31	
	32 Total net assets or fund balances	6,560,279.	32	7,196,666.
	33 Total liabilities and net assets/fund balances	10,046,369.	33	10,482,818.

Form 990 (2019)

Form 990 (2019)

Part XI Reconciliation of Net Assets

Check if Schedule O contains a response or note to any line in this Part XI

1	Total revenue (must equal Part VIII, column (A), line 12)	1	8,897,806.
2	Total expenses (must equal Part IX, column (A), line 25)	2	8,261,419.
3	Revenue less expenses. Subtract line 2 from line 1	3	636,387.
4	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	4	6,560,279.
5	Net unrealized gains (losses) on investments	5	
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain on Schedule O)	9	0.
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B))	10	7,196,666.

Part XII Financial Statements and Reporting

Check if Schedule O contains a response or note to any line in this Part XII

	Yes	No
1 Accounting method used to prepare the Form 990: <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Accrual Other _____ If the organization changed its method of accounting from a prior year or checked "Other," explain in Schedule O.		
2a Were the organization's financial statements compiled or reviewed by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both: Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis		X
b Were the organization's financial statements audited by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both: <input checked="" type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis	X	
c If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? If the organization changed either its oversight process or selection process during the tax year, explain on Schedule O.	X	
3a As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133?		X
b If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why on Schedule O and describe any steps taken to undergo such audits		

Form 990 (2019)

SCHEDULE A
(Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Public Charity Status and Public Support

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.
▶ Attach to Form 990 or Form 990-EZ.

▶ Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2019

Open to Public
Inspection

Name of the organization **PACIFIC VIEW CHARTER SCHOOL**
C/O SAN DIEGO COUNTY OFFICE OF EDUCATION Employer identification number
33-0920682

Part I Reason for Public Charity Status (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

- 1 A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i)**.
- 2 ☒ A school described in **section 170(b)(1)(A)(ii)**. (Attach Schedule E (Form 990 or 990-EZ).)
- 3 A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii)**.
- 4 A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii)**. Enter the hospital's name, city, and state: _____
- 5 An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv)**. (Complete Part II.)
- 6 A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v)**.
- 7 An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi)**. (Complete Part II.)
- 8 A community trust described in **section 170(b)(1)(A)(vi)**. (Complete Part II.)
- 9 An agricultural research organization described in **section 170(b)(1)(A)(ix)** operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or university: _____
- 10 An organization that normally receives: (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions - subject to certain exceptions, and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2)**. (Complete Part III.)
- 11 An organization organized and operated exclusively to test for public safety. See **section 509(a)(4)**.
- 12 An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2)**. See **section 509(a)(3)**. Check the box in lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.
- a **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. **You must complete Part IV, Sections A and B.**
- b **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). **You must complete Part IV, Sections A and C.**
- c **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). **You must complete Part IV, Sections A, D, and E.**
- d **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). **You must complete Part IV, Sections A and D, and Part V.**
- e Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.

f Enter the number of supported organizations _____

g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1-10 above (see instructions))	(iv) Is the organization listed in your governing document?		(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
			Yes	No		
Total						

PACIFIC VIEW CHARTER SCHOOL

Schedule A (Form 990 or 990-EZ) 2019 C/O SAN DIEGO COUNTY OFFICE OF EDUCATION 33-0920682 Page 2

Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)

(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ►	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge						
4 Total. Add lines 1 through 3						
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						
6 Public support. Subtract line 5 from line 4.						

Section B. Total Support

Calendar year (or fiscal year beginning in) ►	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(f) Total
7 Amounts from line 4						
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
9 Net income from unrelated business activities, whether or not the business is regularly carried on						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
11 Total support. Add lines 7 through 10						
12 Gross receipts from related activities, etc. (see instructions)					12	
13 First five years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here						

Section C. Computation of Public Support Percentage

14 Public support percentage for 2019 (line 6, column (f) divided by line 11, column (f))	14	%
15 Public support percentage from 2018 Schedule A, Part II, line 14	15	%
16a 33 1/3% support test - 2019. If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization		
b 33 1/3% support test - 2018. If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization		
17a 10% -facts-and-circumstances test - 2019. If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and stop here. Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization		
b 10% -facts-and-circumstances test - 2018. If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and stop here. Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization		
18 Private foundation. If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions		

Schedule A (Form 990 or 990-EZ) 2019

PACIFIC VIEW CHARTER SCHOOL

Schedule A (Form 990 or 990-EZ) 2019 C/O SAN DIEGO COUNTY OFFICE OF EDUCATION 33-0920682 Page 3

Part III Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ►	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose						
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 Total. Add lines 1 through 5						
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year						
c Add lines 7a and 7b						
8 Public support. (Subtract line 7c from line 6.)						

Section B. Total Support

Calendar year (or fiscal year beginning in) ►	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(f) Total
9 Amounts from line 6						
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b						
11 Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
13 Total support. (Add lines 9, 10c, 11, and 12.)						
14 First five years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here						

Section C. Computation of Public Support Percentage

15 Public support percentage for 2019 (line 8, column (f), divided by line 13, column (f))	15	%
16 Public support percentage from 2018 Schedule A, Part III, line 15	16	%

Section D. Computation of Investment Income Percentage

17 Investment income percentage for 2019 (line 10c, column (f), divided by line 13, column (f))	17	%
18 Investment income percentage from 2018 Schedule A, Part III, line 17	18	%

19a 33 1/3% support tests - 2019. If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization

b 33 1/3% support tests - 2018. If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization

20 Private foundation. If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions

Part IV Supporting Organizations

(Complete only if you checked a box in line 12 on Part I. If you checked 12a of Part I, complete Sections A and B. If you checked 12b of Part I, complete Sections A and C. If you checked 12c of Part I, complete Sections A, D, and E. If you checked 12d of Part I, complete Sections A and D, and complete Part V.)

Section A. All Supporting Organizations

	Yes	No
1 Are all of the organization's supported organizations listed by name in the organization's governing documents? <i>If "No," describe in Part VI how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.</i>		
2 Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? <i>If "Yes," explain in Part VI how the organization determined that the supported organization was described in section 509(a)(1) or (2).</i>		
3a Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? <i>If "Yes," answer (b) and (c) below.</i>		
b Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? <i>If "Yes," describe in Part VI when and how the organization made the determination.</i>		
c Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? <i>If "Yes," explain in Part VI what controls the organization put in place to ensure such use.</i>		
4a Was any supported organization not organized in the United States ("foreign supported organization")? <i>If "Yes," and if you checked 12a or 12b in Part I, answer (b) and (c) below.</i>		
b Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? <i>If "Yes," describe in Part VI how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.</i>		
c Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? <i>If "Yes," explain in Part VI what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.</i>		
5a Did the organization add, substitute, or remove any supported organizations during the tax year? <i>If "Yes," answer (b) and (c) below (if applicable). Also, provide detail in Part VI, including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).</i>		
b Type I or Type II only. Was any added or substituted supported organization part of a class already designated in the organization's organizing document?		
c Substitutions only. Was the substitution the result of an event beyond the organization's control?		
6 Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? <i>If "Yes," provide detail in Part VI.</i>		
7 Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (as defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? <i>If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).</i>		
8 Did the organization make a loan to a disqualified person (as defined in section 4958) not described in line 7? <i>If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).</i>		
9a Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? <i>If "Yes," provide detail in Part VI.</i>		
b Did one or more disqualified persons (as defined in line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? <i>If "Yes," provide detail in Part VI.</i>		
c Did a disqualified person (as defined in line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? <i>If "Yes," provide detail in Part VI.</i>		
10a Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? <i>If "Yes," answer 10b below.</i>		
b Did the organization have any excess business holdings in the tax year? <i>(Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)</i>		

Part IV Supporting Organizations *(continued)*

	Yes	No
11 Has the organization accepted a gift or contribution from any of the following persons?		
a A person who directly or indirectly controls, either alone or together with persons described in (b) and (c) below, the governing body of a supported organization?		
11a		
b A family member of a person described in (a) above?		
11b		
c A 35% controlled entity of a person described in (a) or (b) above? <i>If "Yes" to a, b, or c, provide detail in Part VI.</i>		
11c		

Section B. Type I Supporting Organizations

	Yes	No
1 Did the directors, trustees, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's directors or trustees at all times during the tax year? <i>If "No," describe in Part VI how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove directors or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.</i>		
1		
2 Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? <i>If "Yes," explain in Part VI how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.</i>		
2		

Section C. Type II Supporting Organizations

	Yes	No
1 Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? <i>If "No," describe in Part VI how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).</i>		
1		

Section D. All Type III Supporting Organizations

	Yes	No
1 Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?		
1		
2 Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? <i>If "No," explain in Part VI how the organization maintained a close and continuous working relationship with the supported organization(s).</i>		
2		
3 By reason of the relationship described in (2), did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? <i>If "Yes," describe in Part VI the role the organization's supported organizations played in this regard.</i>		
3		

Section E. Type III Functionally Integrated Supporting Organizations

	Yes	No
1 Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions).		
a The organization satisfied the Activities Test. <i>Complete line 2 below.</i>		
b The organization is the parent of each of its supported organizations. <i>Complete line 3 below.</i>		
c The organization supported a governmental entity. <i>Describe in Part VI how you supported a government entity (see instructions).</i>		
2 Activities Test. Answer (a) and (b) below.		
a Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? <i>If "Yes," then in Part VI identify those supported organizations and explain how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.</i>		
2a		
b Did the activities described in (a) constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? <i>If "Yes," explain in Part VI the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.</i>		
2b		
3 Parent of Supported Organizations. Answer (a) and (b) below.		
a Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? <i>Provide details in Part VI.</i>		
3a		
b Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? <i>If "Yes," describe in Part VI the role played by the organization in this regard.</i>		
3b		

PACIFIC VIEW CHARTER SCHOOL

Schedule A (Form 990 or 990-EZ) 2019 C/O SAN DIEGO COUNTY OFFICE OF EDUCATION 33-0920682 Page 6

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations

- 1 Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (explain in Part VI). **See instructions.** All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A - Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1	Net short-term capital gain	1	
2	Recoveries of prior-year distributions	2	
3	Other gross income (see instructions)	3	
4	Add lines 1 through 3.	4	
5	Depreciation and depletion	5	
6	Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6	
7	Other expenses (see instructions)	7	
8	Adjusted Net Income (subtract lines 5, 6, and 7 from line 4)	8	

Section B - Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1	Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):		
a	Average monthly value of securities	1a	
b	Average monthly cash balances	1b	
c	Fair market value of other non-exempt-use assets	1c	
d	Total (add lines 1a, 1b, and 1c)	1d	
e	Discount claimed for blockage or other factors (explain in detail in Part VI):		
2	Acquisition indebtedness applicable to non-exempt-use assets	2	
3	Subtract line 2 from line 1d.	3	
4	Cash deemed held for exempt use. Enter 1-1/2% of line 3 (for greater amount, see instructions).	4	
5	Net value of non-exempt-use assets (subtract line 4 from line 3)	5	
6	Multiply line 5 by .035.	6	
7	Recoveries of prior-year distributions	7	
8	Minimum Asset Amount (add line 7 to line 6)	8	

Section C - Distributable Amount			Current Year
1	Adjusted net income for prior year (from Section A, line 8, Column A)	1	
2	Enter 85% of line 1.	2	
3	Minimum asset amount for prior year (from Section B, line 8, Column A)	3	
4	Enter greater of line 2 or line 3.	4	
5	Income tax imposed in prior year	5	
6	Distributable Amount. Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	6	
7	Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).		

Schedule A (Form 990 or 990-EZ) 2019

PACIFIC VIEW CHARTER SCHOOL

Schedule A (Form 990 or 990-EZ) 2019 C/O SAN DIEGO COUNTY OFFICE OF EDUCATION 33-0920682 Page 7

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations (continued)

Section D - Distributions	Current Year
1 Amounts paid to supported organizations to accomplish exempt purposes	
2 Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	
3 Administrative expenses paid to accomplish exempt purposes of supported organizations	
4 Amounts paid to acquire exempt-use assets	
5 Qualified set-aside amounts (prior IRS approval required)	
6 Other distributions (describe in Part VI). See instructions.	
7 Total annual distributions. Add lines 1 through 6.	
8 Distributions to attentive supported organizations to which the organization is responsive (provide details in Part VI). See instructions.	
9 Distributable amount for 2019 from Section C, line 6	
10 Line 8 amount divided by line 9 amount	

Section E - Distribution Allocations (see instructions)	(i) Excess Distributions	(ii) Underdistributions Pre-2019	(iii) Distributable Amount for 2019
1 Distributable amount for 2019 from Section C, line 6			
2 Underdistributions, if any, for years prior to 2019 (reasonable cause required- explain in Part VI). See instructions.			
3 Excess distributions carryover, if any, to 2019			
a From 2014			
b From 2015			
c From 2016			
d From 2017			
e From 2018			
f Total of lines 3a through e			
g Applied to underdistributions of prior years			
h Applied to 2019 distributable amount			
i Carryover from 2014 not applied (see instructions)			
j Remainder. Subtract lines 3g, 3h, and 3i from 3f.			
4 Distributions for 2019 from Section D, line 7: \$			
a Applied to underdistributions of prior years			
b Applied to 2019 distributable amount			
c Remainder. Subtract lines 4a and 4b from 4.			
5 Remaining underdistributions for years prior to 2019, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, explain in Part VI . See instructions.			
6 Remaining underdistributions for 2019. Subtract lines 3h and 4b from line 1. For result greater than zero, explain in Part VI . See instructions.			
7 Excess distributions carryover to 2020. Add lines 3j and 4c.			
8 Breakdown of line 7:			
a Excess from 2015			
b Excess from 2016			
c Excess from 2017			
d Excess from 2018			
e Excess from 2019			

Schedule A (Form 990 or 990-EZ) 2019

PACIFIC VIEW CHARTER SCHOOL

Part VI

Supplemental Information. Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; Part III, line 12; Part IV, Section A, lines 1, 2, 3b, 3c, 4b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c; Part IV, Section B, lines 1 and 2; Part IV, Section C, line 1; Part IV, Section D, lines 2 and 3; Part IV, Section E, lines 1c, 2a, 2b, 3a, and 3b; Part V, line 1; Part V, Section B, line 1e; Part V, Section D, lines 5, 6, and 8; and Part V, Section E, lines 2, 5, and 6. Also complete this part for any additional information.
(See instructions.)

DRAFT

Schedule B(Form 990, 990-EZ,
or 990-PF)Department of the Treasury
Internal Revenue Service**Schedule of Contributors**

- ▶ Attach to Form 990, Form 990-EZ, or Form 990-PF.
▶ Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047

2019

Name of the organization

PACIFIC VIEW CHARTER SCHOOL
C/O SAN DIEGO COUNTY OFFICE OF EDUCATION

Employer identification number

33-0920682

Organization type (check one):

Filers of:**Section:**

Form 990 or 990-EZ

☒ 501(c)(3) (enter number) organization☐ 4947(a)(1) nonexempt charitable trust **not** treated as a private foundation☐ 527 political organization

Form 990-PF

☐ 501(c)(3) exempt private foundation☐ 4947(a)(1) nonexempt charitable trust treated as a private foundation☐ 501(c)(3) taxable private foundationCheck if your organization is covered by the **General Rule** or a **Special Rule**.**Note:** Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.**General Rule**

- ☒ For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, contributions totaling \$5,000 or more (in money or property) from any one contributor. Complete Parts I and II. See instructions for determining a contributor's total contributions.

Special Rules

- ☐ For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the 33 1/3% support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990 or 990-EZ), Part II, line 13, 16a, or 16b, and that received from any one contributor, during the year, total contributions of the greater of **(1)** \$5,000; or **(2)** 2% of the amount on (i) Form 990, Part VIII, line 1h; or (ii) Form 990-EZ, line 1. Complete Parts I and II.
- ☐ For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than \$1,000 *exclusively* for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals. Complete Parts I, II, and III.
- ☐ For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions *exclusively* for religious, charitable, etc., purposes, but no such contributions totaled more than \$1,000. If this box is checked, enter here the total contributions that were received during the year for an *exclusively* religious, charitable, etc., purpose. Don't complete any of the parts unless the **General Rule** applies to this organization because it received *nonexclusively* religious, charitable, etc., contributions totaling \$5,000 or more during the year ▶ \$ _____

Caution: An organization that isn't covered by the General Rule and/or the Special Rules doesn't file Schedule B (Form 990, 990-EZ, or 990-PF), but it **must** answer "No" on Part IV, line 2, of its Form 990; or check the box on line H of its Form 990-EZ or on its Form 990-PF, Part I, line 2, to certify that it doesn't meet the filing requirements of Schedule B (Form 990, 990-EZ, or 990-PF).

Name of organization PACIFIC VIEW CHARTER SCHOOL C/O SAN DIEGO COUNTY OFFICE OF EDUCATION	Employer identification number 33-0920682
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Part I Contributors (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
1	CALIFORNIA DEPARTMENT OF EDUCATION 1430 N ST SACRAMENTO, CA 95618	\$ 8,770,027.	Person <input checked="" type="checkbox"/> Payroll Noncash (Complete Part II for noncash contributions.)
2	GIRARD FOUNDATION 2223 AVENIDA DE LA PAYA STE 350 LA JOLLA, CA 92037	\$ 12,000.	Person <input checked="" type="checkbox"/> Payroll Noncash (Complete Part II for noncash contributions.)
		\$	Person Payroll Noncash (Complete Part II for noncash contributions.)
		\$	Person Payroll Noncash (Complete Part II for noncash contributions.)
		\$	Person Payroll Noncash (Complete Part II for noncash contributions.)
		\$	Person Payroll Noncash (Complete Part II for noncash contributions.)
		\$	Person Payroll Noncash (Complete Part II for noncash contributions.)
		\$	Person Payroll Noncash (Complete Part II for noncash contributions.)

Employer identification number

33-0920682

Part II

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
	_____ _____ _____	\$ _____	_____
(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
	_____ _____ _____	\$ _____	_____
(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
	_____ _____ _____	\$ _____	_____
(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
	_____ _____ _____	\$ _____	_____
(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
	_____ _____ _____	\$ _____	_____
(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
	_____ _____ _____	\$ _____	_____
(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
	_____ _____ _____	\$ _____	_____
(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
	_____ _____ _____	\$ _____	_____
(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
	_____ _____ _____	\$ _____	_____

Name of organization

PACIFIC VIEW CHARTER SCHOOL
C/O SAN DIEGO COUNTY OFFICE OF EDUCATION

Employer identification number

33-0920682**Part III**

Exclusively religious, charitable, etc., contributions to organizations described in section 501(c)(7), (8), or (10) that total more than \$1,000 for the year from any one contributor. Complete columns (a) through (e) and the following line entry. For organizations completing Part III, enter the total of exclusively religious, charitable, etc., contributions of **\$1,000 or less** for the year. (Enter this info. once.) ► \$ _____

Use duplicate copies of Part III if additional space is needed.

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held
	(e) Transfer of gift		
	Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee
	(e) Transfer of gift		
	Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee
	(e) Transfer of gift		
	Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee
	(e) Transfer of gift		
	Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee
	(e) Transfer of gift		
	Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee

SCHEDULE D
(Form 990)

Department of the Treasury
Internal Revenue Service

Supplemental Financial Statements

▶ **Complete if the organization answered "Yes" on Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b.**
▶ **Attach to Form 990.**

▶ **Go to www.irs.gov/Form990 for instructions and the latest information.**

OMB No. 1545-0047

2019

Open to Public Inspection

Name of the organization **PACIFIC VIEW CHARTER SCHOOL**
C/O SAN DIEGO COUNTY OFFICE OF EDUCATION
Employer identification number **33-0920682**

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts. Complete if the organization answered "Yes" on Form 990, Part IV, line 6.

	(a) Donor advised funds	(b) Funds and other accounts
1 Total number at end of year		
2 Aggregate value of contributions to (during year)		
3 Aggregate value of grants from (during year)		
4 Aggregate value at end of year		
5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control?	Yes	No
6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit?	Yes	No

Part II Conservation Easements. Complete if the organization answered "Yes" on Form 990, Part IV, line 7.

1 Purpose(s) of conservation easements held by the organization (check all that apply).
Preservation of land for public use (for example, recreation or education) ☐ Preservation of a historically important land area
Protection of natural habitat ☐ Preservation of a certified historic structure
Preservation of open space

2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year.

	Held at the End of the Tax Year
a Total number of conservation easements	2a
b Total acreage restricted by conservation easements	2b
c Number of conservation easements on a certified historic structure included in (a)	2c
d Number of conservation easements included in (c) acquired after 7/25/06, and not on a historic structure listed in the National Register	2d

3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year ▶

4 Number of states where property subject to conservation easement is located ▶

5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds? ☐ Yes ☐ No

6 Staff and volunteer hours devoted to monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ▶

7 Amount of expenses incurred in monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ▶ \$

8 Does each conservation easement reported on line 2(d) above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)? ☐ Yes ☐ No

9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

1a If the organization elected, as permitted under FASB ASC 958, not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide in Part XIII the text of the footnote to its financial statements that describes these items.

b If the organization elected, as permitted under FASB ASC 958, to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items:

(i) Revenue included on Form 990, Part VIII, line 1 ▶ \$

(ii) Assets included in Form 990, Part X ▶ \$

2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under FASB ASC 958 relating to these items:

a Revenue included on Form 990, Part VIII, line 1 ▶ \$

b Assets included in Form 990, Part X ▶ \$

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets (continued)

3 Using the organization's acquisition, accession, and other records, check any of the following that make significant use of its collection items (check all that apply):

a Public exhibition

b Scholarly research

c Preservation for future generations

d ☐ Loan or exchange program

e ☐ Other _____

4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.

5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets

to be sold to raise funds rather than to be maintained as part of the organization's collection? **Yes** **No**

Part IV Escrow and Custodial Arrangements. Complete if the organization answered "Yes" on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

1a Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X? **Yes** **No**

b If "Yes," explain the arrangement in Part XIII and complete the following table:

c Beginning balance

d Additions during the year

e Distributions during the year

f Ending balance

	Amount
1c	
1d	
1e	
1f	

2a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability? ☐ **Yes** **No**

b If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided on Part XIII

Part V Endowment Funds. Complete if the organization answered "Yes" on Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1a Beginning of year balance					
b Contributions					
c Net investment earnings, gains, and losses					
d Grants or scholarships					
e Other expenditures for facilities and programs					
f Administrative expenses					
g End of year balance					

2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:

a Board designated or quasi-endowment ► %

b Permanent endowment ► %

c Term endowment ► %

The percentages on lines 2a, 2b, and 2c should equal 100%.

3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:

(i) Unrelated organizations

(ii) Related organizations

b If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R?

	Yes	No
3a(i)		
3a(ii)		
3b		

4 Describe in Part XIII the intended uses of the organization's endowment funds.

Part VI Land, Buildings, and Equipment.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land		1,158,491.		1,158,491.
b Buildings		5,051,121.	684,855.	4,366,266.
c Leasehold improvements				
d Equipment				
e Other		273,774.	172,831.	100,943.
Total. Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, column (B), line 10c.)				5,625,700.

Part VII Investments - Other Securities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely held equity interests		
(3) Other		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
Total. (Col. (b) must equal Form 990, Part X, col. (B) line 12.) ▶		

Part VIII Investments - Program Related.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
Total. (Col. (b) must equal Form 990, Part X, col. (B) line 13.) ▶		

Part IX Other Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1)	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. (Column (b) must equal Form 990, Part X, col. (B) line 15.) ▶	

Part X Other Liabilities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Book value
(1) Federal income taxes	
(2) CAPITAL LEASE PAYABLE	14,125.
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. (Column (b) must equal Form 990, Part X, col. (B) line 25.) ▶	14,125.

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FASB ASC 740. Check here if the text of the footnote has been provided in Part XIII ... ☒

Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return.

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total revenue, gains, and other support per audited financial statements	1	8,897,806.
2	Amounts included on line 1 but not on Form 990, Part VIII, line 12:		
a	Net unrealized gains (losses) on investments	2a	
b	Donated services and use of facilities	2b	
c	Recoveries of prior year grants	2c	
d	Other (Describe in Part XIII.)	2d	
e	Add lines 2a through 2d	2e	0.
3	Subtract line 2e from line 1	3	8,897,806.
4	Amounts included on Form 990, Part VIII, line 12, but not on line 1:		
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a	
b	Other (Describe in Part XIII.)	4b	
c	Add lines 4a and 4b	4c	0.
5	Total revenue. Add lines 3 and 4c . (This must equal Form 990, Part I, line 12.)	5	8,897,806.

Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return.

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total expenses and losses per audited financial statements	1	8,261,419.
2	Amounts included on line 1 but not on Form 990, Part IX, line 25:		
a	Donated services and use of facilities	2a	
b	Prior year adjustments	2b	
c	Other losses	2c	
d	Other (Describe in Part XIII.)	2d	
e	Add lines 2a through 2d	2e	0.
3	Subtract line 2e from line 1	3	8,261,419.
4	Amounts included on Form 990, Part IX, line 25, but not on line 1:		
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a	
b	Other (Describe in Part XIII.)	4b	
c	Add lines 4a and 4b	4c	0.
5	Total expenses. Add lines 3 and 4c . (This must equal Form 990, Part I, line 18.)	5	8,261,419.

Part XIII Supplemental Information.

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

PART X, LINE 2:

THE ORGANIZATION IS ORGANIZED AS A CALIFORNIA NONPROFIT CORPORATION AND HAS BEEN RECOGNIZED BY THE INTERNAL REVENUE SERVICE (IRS) AS EXEMPT FROM FEDERAL INCOME TAXES UNDER SECTION 501(A) OF THE INTERNAL REVENUE CODE AS AN ORGANIZATION DESCRIBED IN SECTION 501(C)(3), AND QUALIFIES FOR THE CHARITABLE CONTRIBUTION DEDUCTION UNDER SECTION 170(B)(1)(A)(VI). IT IS ALSO EXEMPT FROM STATE FRANCHISE AND INCOME TAXES UNDER SECTION 23701(D) OF THE CALIFORNIA REVENUE AND TAXATION CODE. THE ORGANIZATION IS ANNUALLY REQUIRED TO FILE A RETURN OF ORGANIZATION EXEMPT FROM INCOME TAX (FORM 990) WITH THE IRS. IN ADDITION, THE ORGANIZATION IS SUBJECT TO INCOME TAX ON NET INCOME THAT IS DERIVED FROM BUSINESS ACTIVITIES THAT ARE UNRELATED TO ITS EXEMPT PURPOSES. THE ORGANIZATION DETERMINED THAT IT IS NOT SUBJECT

Part XIII Supplemental Information *(continued)*

TO UNRELATED BUSINESS INCOME TAX AND HAS NOT FILED AN EXEMPT ORGANIZATION
BUSINESS INCOME TAX RETURN (FORM 990T) WITH THE IRS.

MANAGEMENT BELIEVES THAT THE ORGANIZATION HAS APPROPRIATE SUPPORT FOR ANY
TAX POSITIONS TAKEN AFFECTING ITS ANNUAL FILING REQUIREMENTS, AND AS SUCH,
DOES NOT HAVE ANY UNCERTAIN TAX POSITIONS THAT ARE MATERIAL TO THE
FINANCIAL STATEMENTS. THE ORGANIZATION WOULD RECOGNIZE FUTURE ACCRUED
INTEREST AND PENALTIES RELATED TO UNRECOGNIZED TAX BENEFITS AND
LIABILITIES IN INCOME TAX EXPENSE IF SUCH INTEREST AND PENALTIES ARE
INCURRED.

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SCHEDULE E
(Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Schools

► **Complete if the organization answered "Yes" on Form 990, Part IV, line 13, or Form 990-EZ, Part VI, line 48.**

► **Attach to Form 990 or Form 990-EZ.**

► **Go to www.irs.gov/Form990 for the latest information.**

OMB No. 1545-0047

2019

Open to Public Inspection

Name of the organization **PACIFIC VIEW CHARTER SCHOOL
C/O SAN DIEGO COUNTY OFFICE OF EDUCATION**

Employer identification number
33-0920682

Part I

- 1** Does the organization have a racially nondiscriminatory policy toward students by statement in its charter, bylaws, other governing instrument, or in a resolution of its governing body?
- 2** Does the organization include a statement of its racially nondiscriminatory policy toward students in all its brochures, catalogues, and other written communications with the public dealing with student admissions, programs, and scholarships?
- 3** Has the organization publicized its racially nondiscriminatory policy through newspaper or broadcast media during the period of solicitation for students, or during the registration period if it has no solicitation program, in a way that makes the policy known to all parts of the general community it serves? If "Yes," please describe. If "No," please explain.
If you need more space, use Part II
- SEE PART II**

- 4** Does the organization maintain the following?
- a** Records indicating the racial composition of the student body, faculty, and administrative staff?
- b** Records documenting that scholarships and other financial assistance are awarded on a racially nondiscriminatory basis?
- c** Copies of all catalogues, brochures, announcements, and other written communications to the public dealing with student admissions, programs, and scholarships?
- d** Copies of all material used by the organization or on its behalf to solicit contributions?
- If you answered "No" to any of the above, please explain. If you need more space, use Part II.
- AS A PUBLIC CHARTER SCHOOL, THE SCHOOL DOES NOT PROVIDE SCHOLARSHIPS OR FINANCIAL AID**

- 5** Does the organization discriminate by race in any way with respect to:
- a** Students' rights or privileges?
- b** Admissions policies?
- c** Employment of faculty or administrative staff?
- d** Scholarships or other financial assistance?
- e** Educational policies?
- f** Use of facilities?
- g** Athletic programs?
- h** Other extracurricular activities?
- If you answered "Yes" to any of the above, please explain. If you need more space, use Part II.

- 6a** Does the organization receive any financial aid or assistance from a governmental agency?
- b** Has the organization's right to such aid ever been revoked or suspended?
- If you answered "Yes" on either line 6a or line 6b, explain on Part II.
- 7** Does the organization certify that it has complied with the applicable requirements of sections 4.01 through 4.05 of Rev. Proc. 75-50, 1975-2 C.B. 587, covering racial nondiscrimination? If "No," explain on Part II

	YES	NO
1	X	
2	X	
3	X	
4a	X	
4b	X	
4c		X
4d	X	
5a		X
5b		X
5c		X
5d		X
5e		X
5f		X
5g		X
5h		X
6a	X	
6b		X
7	X	

LHA For Paperwork Reduction Act Notice, see the Instructions for Form 990 or Form 990-EZ.

Schedule E (Form 990 or 990-EZ) 2019

Part II **Supplemental Information.** Provide the explanations required by Part I, lines 3, 4d, 5h, 6b, and 7, as applicable.

Also provide any other additional information.

LINE 3 - EXPLANATION OF NONDISCRIMINATION POLICY:

THE SCHOOL IS A PUBLIC CHARTER SCHOOL AND THEREFORE IS NOT
SUBJECT TO THE FORMAL COMPLIANCE WITH REVENUE PROCEDURE 75-50
AS LONG AS THE CHARTER AGREEMENT WITH THE STATE IS IN EFFECT.
THE SCHOOL DOES INCLUDE INFORMATION REGARDING ITS
NON-DISCRIMINATION PRACTICES IN ITS ENROLLMENT PACKAGES WHICH
IS AVAILABLE ON THE SCHOOL WEBSITE.

LINE 6 - EXPLANATION OF GOVERNMENT FINANCIAL AID:

CALIFORNIA STATE APPORTIONMENT REVENUE BASED ON STUDENT ATTENDANCE

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**SCHEDULE J
(Form 990)**

Department of the Treasury
Internal Revenue Service

Compensation Information

For certain Officers, Directors, Trustees, Key Employees, and Highest
Compensated Employees

▶ Complete if the organization answered "Yes" on Form 990, Part IV, line 23.

▶ Attach to Form 990.

▶ Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2019

Open to Public
Inspection

Name of the organization

PACIFIC VIEW CHARTER SCHOOL
C/O SAN DIEGO COUNTY OFFICE OF EDUCATION

Employer identification number

33-0920682

Part I Questions Regarding Compensation

1a Check the appropriate box(es) if the organization provided any of the following to or for a person listed on Form 990, Part VII, Section A, line 1a. Complete Part III to provide any relevant information regarding these items.

- | | |
|--|--|
| <input type="checkbox"/> First-class or charter travel | <input type="checkbox"/> Housing allowance or residence for personal use |
| <input type="checkbox"/> Travel for companions | <input type="checkbox"/> Payments for business use of personal residence |
| <input type="checkbox"/> Tax indemnification and gross-up payments | <input type="checkbox"/> Health or social club dues or initiation fees |
| <input type="checkbox"/> Discretionary spending account | <input type="checkbox"/> Personal services (such as maid, chauffeur, chef) |

b If any of the boxes on line 1a are checked, did the organization follow a written policy regarding payment or reimbursement or provision of all of the expenses described above? If "No," complete Part III to explain

2 Did the organization require substantiation prior to reimbursing or allowing expenses incurred by all directors, trustees, and officers, including the CEO/Executive Director, regarding the items checked on line 1a?

3 Indicate which, if any, of the following the organization used to establish the compensation of the organization's CEO/Executive Director. Check all that apply. Do not check any boxes for methods used by a related organization to establish compensation of the CEO/Executive Director, but explain in Part III.

- | | |
|--|---|
| <input type="checkbox"/> Compensation committee | <input checked="" type="checkbox"/> Written employment contract |
| <input type="checkbox"/> Independent compensation consultant | <input type="checkbox"/> Compensation survey or study |
| <input type="checkbox"/> Form 990 of other organizations | <input checked="" type="checkbox"/> Approval by the board or compensation committee |

4 During the year, did any person listed on Form 990, Part VII, Section A, line 1a, with respect to the filing organization or a related organization:

a Receive a severance payment or change-of-control payment?

b Participate in, or receive payment from, a supplemental nonqualified retirement plan?

c Participate in, or receive payment from, an equity-based compensation arrangement?

If "Yes" to any of lines 4a-c, list the persons and provide the applicable amounts for each item in Part III.

Only section 501(c)(3), 501(c)(4), and 501(c)(29) organizations must complete lines 5-9.

5 For persons listed on Form 990, Part VII, Section A, line 1a, did the organization pay or accrue any compensation contingent on the revenues of:

a The organization?

b Any related organization?

If "Yes" on line 5a or 5b, describe in Part III.

6 For persons listed on Form 990, Part VII, Section A, line 1a, did the organization pay or accrue any compensation contingent on the net earnings of:

a The organization?

b Any related organization?

If "Yes" on line 6a or 6b, describe in Part III.

7 For persons listed on Form 990, Part VII, Section A, line 1a, did the organization provide any nonfixed payments not described on lines 5 and 6? If "Yes," describe in Part III

8 Were any amounts reported on Form 990, Part VII, paid or accrued pursuant to a contract that was subject to the initial contract exception described in Regulations section 53.4958-4(a)(3)? If "Yes," describe in Part III

9 If "Yes" on line 8, did the organization also follow the rebuttable presumption procedure described in Regulations section 53.4958-6(c)?

Yes No

1b		
2		
4a		X
4b		X
4c		X
5a		X
5b		X
6a		X
6b		X
7		X
8		X
9		

LHA For Paperwork Reduction Act Notice, see the Instructions for Form 990.

Schedule J (Form 990) 2019

PACIFIC VIEW CHARTER SCHOOL

C/O SAN DIEGO COUNTY OFFICE OF EDUCATION 33-0920682

Schedule J (Form 990) 2019

Page 2

Part II Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees. Use duplicate copies if additional space is needed.

For each individual whose compensation must be reported on Schedule J, report compensation from the organization on row (i) and from related organizations, described in the instructions, on row (ii). Do not list any individuals that aren't listed on Form 990, Part VII.

Note: The sum of columns (B)(i)-(iii) for each listed individual must equal the total amount of Form 990, Part VII, Section A, line 1a, applicable column (D) and (E) amounts for that individual.

(A) Name and Title		(B) Breakdown of W-2 and/or 1099-MISC compensation			(C) Retirement and other deferred compensation	(D) Nontaxable benefits	(E) Total of columns (B)(i)-(D)	(F) Compensation in column (B) reported as deferred on prior Form 990
		(i) Base compensation	(ii) Bonus & incentive compensation	(iii) Other reportable compensation				
(1) GINA CAMPBELL	(i)	299,854.	0.	0.	43,205.	9,906.	352,965.	0.
EXECUTIVE DIRECTOR	(ii)	0.	0.	0.	0.	0.	0.	0.
(2) KIRA FOX	(i)	143,375.	0.	0.	22,957.	9,906.	176,238.	0.
DIR CENTRAL OFFICE & FINAN	(ii)	0.	0.	0.	0.	0.	0.	0.
(3) GAYL JOHNSON	(i)	130,060.	0.	0.	20,198.	9,906.	160,164.	0.
STUDENT SERVICE DIR	(ii)	0.	0.	0.	0.	0.	0.	0.
	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							

Part III Supplemental Information

Provide the information, explanation, or descriptions required for Part I, lines 1a, 1b, 3, 4a, 4b, 4c, 5a, 5b, 6a, 6b, 7, and 8, and for Part II. Also complete this part for any additional information.

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SCHEDULE O
(Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on
Form 990 or 990-EZ or to provide any additional information.

▶ Attach to Form 990 or 990-EZ.

▶ Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047

2019

Open to Public
Inspection

Name of the organization	PACIFIC VIEW CHARTER SCHOOL C/O SAN DIEGO COUNTY OFFICE OF EDUCATION	Employer identification number 33-0920682
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FORM 990, PART I, LINE 1, DESCRIPTION OF ORGANIZATION MISSION:

CENTURY TOOLS, RESOURCES AND CURRICULUM.

FORM 990, PART III, LINE 1, DESCRIPTION OF ORGANIZATION MISSION:

WHILE HIGHLY QUALIFIED TEACHERS GUIDE THE LEARNING PROCESS THROUGH
CURRENT RESEARCH METHODOLOGIES.

FORM 990, PART VI, SECTION A, LINE 8B:

THE ORGANIZATION DOES NOT HAVE A COMMITTEE WITH AUTHORITY TO ACT ON ITS
BEHALF.

FORM 990, PART VI, SECTION B, LINE 11B:

THE FORM 990 WILL BE PRESENTED TO THE BOARD, AS PART OF THE YEAR END
CLOSING PROCESS WHEN COMPLETED AND PRIOR TO FILING WITH THE IRS. THE BOARD
AGENDA ITEM WILL BE PLACED UNDER INFORMATION/DISCUSSION

FORM 990, PART VI, SECTION B, LINE 12C:

BOARD MEMBERS FILE YEARLY CALIFORNIA FORM 700 WHICH DISCLOSES CONFLICTS OF
INTEREST. IF A CONFLICT ARISES THE BOARD MEMBER IS ASKED TO EXCUSE
HIMSELF/HERSELF FROM ALL VOTING AND DISCUSSION ON THE ISSUE.

FORM 990, PART VI, SECTION B, LINE 15:

ANY CHANGE TO THE EXECUTIVE DIRECTOR'S COMPENSATION IS PRESENTED TO THE
BOARD OF TRUSTEES, DOCUMENTATION IS INCLUDED TO SHOW OTHER SIMILAR
POSITIONS AND SALARY SCALES AND/OR CONTRACT LANGUAGE. BOARD OF TRUSTEES
MUST APPROVE ANY CHANGE IN EXECUTIVE DIRECTOR'S DIRECT COMPENSATION OR

Name of the organization	PACIFIC VIEW CHARTER SCHOOL C/O SAN DIEGO COUNTY OFFICE OF EDUCATION	Employer identification number 33-0920682
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CHANGE IN CONTRACTUAL LANGUAGE.

THE SAME PROCESS IS OBSERVED FOR TOP PAID ADMINISTRATORS JOB DESCRIPTIONS,
SALARY SCHEDULES AND ALL RELATED DATA IS REVIEWED AND APPROVED BY THE BOARD
OF TRUSTEES.

FORM 990, PART VI, SECTION C, LINE 19:

THE CHARTER MAINTAINS ALL WRITTEN POLICIES IN A BINDER IN THE SCHOOL OFFICE
AND IS AVAILABLE UPON REQUEST AT THE BUSINESS ADDRESS DURING NORMAL
BUSINESS HOURS.

DRAFT

FORM 990 PAGE 10

[illegible]

**Application for Automatic Extension of Time To File an
Exempt Organization Return**

OMB No. 1545-0047

- **File a separate application for each return.**
► **Go to www.irs.gov/Form8868 for the latest information.**

Electronic filing (e-file). You can electronically file Form 8868 to request a 6-month automatic extension of time to file any of the forms listed below with the exception of Form 8870, Information Return for Transfers Associated With Certain Personal Benefit Contracts, for which an extension request must be sent to the IRS in paper format (see instructions). For more details on the electronic filing of this form, visit www.irs.gov/e-file-providers/e-file-for-charities-and-non-profits.

Automatic 6-Month Extension of Time. Only submit original (no copies needed).

All corporations required to file an income tax return other than Form 990-T (including 1120-C filers), partnerships, REMICs, and trusts must use Form 7004 to request an extension of time to file income tax returns.

Type or print File by the due date for filing your return. See instructions.	Name of exempt organization or other filer, see instructions. PACIFIC VIEW CHARTER SCHOOL C/O SAN DIEGO COUNTY OFFICE OF EDUCATION	Taxpayer identification number (TIN) 33-0920682
	Number, street, and room or suite no. If a P.O. box, see instructions. 6401 LINDA VISTA RD, NO. 605	
	City, town or post office, state, and ZIP code. For a foreign address, see instructions. SAN DIEGO, CA 92111	

Enter the Return Code for the return that this application is for (file a separate application for each return)

0	1
---	---

Application Is For	Return Code	Application Is For	Return Code
Form 990 or Form 990-EZ	01	Form 990-T (corporation)	07
Form 990-BL	02	Form 1041-A	08
Form 4720 (individual)	03	Form 4720 (other than individual)	09
Form 990-PF	04	Form 5227	10
Form 990-T (sec. 401(a) or 408(a) trust)	05	Form 6069	11
Form 990-T (trust other than above)	06	Form 8870	12

THE ORGANIZATION

- The books are in the care of ► **6401 LINDA VISTA RD, NO. 605 - SAN DIEGO, CA 92111**
Telephone No. ► **760-757-0161** Fax No. ► _____
- If the organization does not have an office or place of business in the United States, check this box ☐ ►
- If this is for a Group Return, enter the organization's four digit Group Exemption Number (GEN) _____. If this is for the whole group, check this box ☐. If it is for part of the group, check this box ☐ and attach a list with the names and TINs of all members the extension is for.

- 1 I request an automatic 6-month extension of time until **MAY 17, 2021**, to file the exempt organization return for the organization named above. The extension is for the organization's return for:
► ☐ calendar year _____ or
► ☒ tax year beginning **JUL 1, 2019**, and ending **JUN 30, 2020**.

- 2 If the tax year entered in line 1 is for less than 12 months, check reason: Initial return Final return
Change in accounting period

3a If this application is for Forms 990-BL, 990-PF, 990-T, 4720, or 6069, enter the tentative tax, less any nonrefundable credits. See instructions.	3a	\$	0.
b If this application is for Forms 990-PF, 990-T, 4720, or 6069, enter any refundable credits and estimated tax payments made. Include any prior year overpayment allowed as a credit.	3b	\$	0.
c Balance due. Subtract line 3b from line 3a. Include your payment with this form, if required, by using EFTPS (Electronic Federal Tax Payment System). See instructions.	3c	\$	0.

Caution: If you are going to make an electronic funds withdrawal (direct debit) with this Form 8868, see Form 8453-EO and Form 8879-EO for payment instructions.

TAX RETURN FILING INSTRUCTIONS

CALIFORNIA FORM 199

FOR THE YEAR ENDING

June 30, 2020

Prepared For:

Pacific View Charter School
c/o San Diego County Office of Education
6401 Linda Vista Rd No. 605
San Diego, CA 92111

Prepared By:

Eide Bailly LLP
10681 Foothill Blvd., Ste. 300
Rancho Cucamonga, CA 91730-3831

To be Signed and Dated By:

Not applicable

Amount of Tax:

Total Tax	\$	0
Less: payments and credits	\$	0
Plus: other amount	\$	0
Plus: interest and penalties	\$	0
No payment is required	\$	

Overpayment:

Credited to your estimated tax	\$	0
Other amount	\$	0
Refunded to you	\$	0

Make Check Payable To:

Not applicable

Mail Tax Return and Check (if applicable) To:

This return has qualified for electronic filing. Please review the return for completeness and accuracy. We will then transmit your return electronically to the FTB. Do not mail the paper copy of the return to the FTB.

Return Must be Mailed On or Before:

Not applicable

Special Instructions:

2019

California Exempt Organization Annual Information Return

199

Calendar Year 2019 or fiscal year beginning (mm/dd/yyyy) 07/01/2019 , and ending (mm/dd/yyyy) 06/30/2020	
Corporation/Organization name PACIFIC VIEW CHARTER SCHOOL C/O SAN DIEGO COUNTY OFFICE OF EDUCATION	California corporation number 2167985
Additional information. See instructions.	FEIN 33-0920682
Street address (suite or room) 6401 LINDA VISTA RD, NO. 605	PMB no.
City SAN DIEGO	State CA ZIP code 92111
Foreign country name	Foreign province/state/county Foreign postal code

A First Return Yes <input checked="" type="checkbox"/> No B Amended Return Yes <input checked="" type="checkbox"/> No C IRC Section 4947(a)(1) trust Yes <input checked="" type="checkbox"/> No D Final Information Return? • <input type="checkbox"/> Dissolved <input type="checkbox"/> Surrendered (Withdrawn) <input type="checkbox"/> Merged/Reorganized Enter date: (mm/dd/yyyy) E Check accounting method: (1) <input type="checkbox"/> Cash (2) <input checked="" type="checkbox"/> Accrual (3) Other F Federal return filed? (1) • <input type="checkbox"/> 990T (2) • <input type="checkbox"/> 990PF (3) • Sch H (990) (4) <input checked="" type="checkbox"/> Other 990 series G Is this a group filing? See instructions Yes <input checked="" type="checkbox"/> No H Is this organization in a group exemption Yes <input checked="" type="checkbox"/> No If "Yes," what is the parent's name? I Did the organization have any changes to its guidelines not reported to the FTB? See instructions Yes <input checked="" type="checkbox"/> No	J If exempt under R&TC Section 23701d, has the organization engaged in political activities? See instructions. Yes <input checked="" type="checkbox"/> No K Is the organization exempt under R&TC Section 23701g? Yes <input checked="" type="checkbox"/> No If "Yes," enter the gross receipts from nonmember sources \$ L If organization is a public charity exempt under R&TC Section 23701d and meets the filing fee exception, check box. No filing fee is required <input checked="" type="checkbox"/> M Is the organization a Limited Liability Company? Yes <input checked="" type="checkbox"/> No N Did the organization file Form 100 or Form 109 to report taxable income? Yes <input checked="" type="checkbox"/> No O Is the organization under audit by the IRS or has the IRS audited in a prior year? Yes <input checked="" type="checkbox"/> No P Is federal Form 1023/1024 pending? Yes <input checked="" type="checkbox"/> No Date filed with IRS
--	--

Part I Complete Part I unless not required to file this form. See General Information B and C.

Receipts and Revenues	1 Gross sales or receipts from other sources. From Side 2, Part II, line 8	1	88,471	00
	2 Gross dues and assessments from members and affiliates	2		00
	3 Gross contributions, gifts, grants, and similar amounts received	3	8,809,335	00
	4 Total gross receipts for filing requirement test. Add line 1 through line 3. This line must be completed. If the result is less than \$50,000, see General Information B	4	8,897,806	00
	5 Cost of goods sold	5		00
	6 Cost or other basis, and sales expenses of assets sold	6		00
	7 Total costs. Add line 5 and line 6	7		00
	8 Total gross income. Subtract line 7 from line 4	8	8,897,806	00
Expenses	9 Total expenses and disbursements. From Side 2, Part II, line 18	9	8,261,419	00
	10 Excess of receipts over expenses and disbursements. Subtract line 9 from line 8	10	636,387	00
Filing Fee	11 Total payments	11		00
	12 Use tax. See General Information K	12		00
	13 Payments balance. If line 11 is more than line 12, subtract line 12 from line 11	13		00
	14 Use tax balance. If line 12 is more than line 11, subtract line 11 from line 12	14		00
	15 Filing fee \$10 or \$25. See General Information F	15	N/A	00
	16 Penalties and Interest. See General Information J	16		00
	17 Balance due. Add line 12, line 15, and line 16. Then subtract line 11 from the result	17		00
Sign Here	Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.			
	Signature of officer	Title EXECUTIVE DIRE	Date	• Telephone
Paid Preparer's Use Only	Preparer's signature	Date 02/08/21	Check if self-employed	• PTIN P01294460
	Firm's name (or yours, if self-employed) and address			• Firm's FEIN 45-0250958
				• Telephone 909-466-4410
	May the FTB discuss this return with the preparer shown above? See instructions <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			

Part II Organizations with gross receipts of more than \$50,000 and private foundations regardless of amount of gross receipts - complete Part II or furnish substitute information.

928951 12-04-19

Receipts from Other Sources	1	Gross sales or receipts from all business activities. See instructions	•	1		00
	2	Interest	•	2	88,471	00
	3	Dividends	•	3		00
	4	Gross rents	•	4		00
	5	Gross royalties	•	5		00
	6	Gross amount received from sale of assets (See Instructions)	•	6		00
	7	Other income	•	7		00
	8	Total gross sales or receipts from other sources. Add line 1 through line 7. Enter here and on Side 1, Part I, line 1	•	8	88,471	00
	9	Contributions, gifts, grants, and similar amounts paid	•	9		00
Expenses and Disbursements	10	Disbursements to or for members	•	10		00
	11	Compensation of officers, directors, and trustees	•	11	SEE STATEMENT 2	00
	12	Other salaries and wages	•	12	372,400	00
	13	Interest	•	13	4,322,779	00
	14	Taxes	•	14	116,213	00
	15	Rents	•	15	652,637	00
	16	Depreciation and depletion (See instructions)	•	16		00
	17	Other Expenses and Disbursements	•	17	142,858	00
	18	Total expenses and disbursements. Add line 9 through line 17. Enter here and on Side 1, Part I, line 9	•	18	SEE STATEMENT 3	00
					2,654,532	00
					8,261,419	00

Schedule L Balance Sheet		Beginning of taxable year		End of taxable year	
Assets		(a)	(b)	(c)	(d)
1 Cash			4,537,150		• 3,746,365
2 Net accounts receivable			475,052		• 1,102,232
3 Net notes receivable					•
4 Inventories					•
5 Federal and state government obligations					•
6 Investments in other bonds					•
7 Investments in stock					•
8 Mortgage loans					•
9 Other investments					•
10 a Depreciable assets		4,547,029		5,324,895	
b Less accumulated depreciation		(714,828)	3,832,201	(857,686)	4,467,209
11 Land			1,158,491		• 1,158,491
12 Other assets	STMT 4		43,475		• 8,521
13 Total assets			10,046,369		10,482,818
Liabilities and net worth					
14 Accounts payable			396,317		• 663,341
15 Contributions, gifts, or grants payable					•
16 Bonds and notes payable					•
17 Mortgages payable			2,880,887		• 2,608,686
18 Other liabilities	STMT 5		208,886		14,125
19 Capital stock or principal fund					•
20 Paid-in or capital surplus. Attach reconciliation					•
21 Retained earnings or income fund			6,560,279		• 7,196,666
22 Total liabilities and net worth			10,046,369		10,482,818

Schedule M-1 Reconciliation of income per books with income per return

Do not complete this schedule if the amount on Schedule L, line 13, column (d), is less than \$50,000.

1 Net income per books	•	636,387	7 Income recorded on books this year not included in this return	•
2 Federal income tax	•		8 Deductions in this return not charged against book income this year	•
3 Excess of capital losses over capital gains	•		9 Total. Add line 7 and line 8	
4 Income not recorded on books this year	•		10 Net income per return.	
5 Expenses recorded on books this year not deducted in this return	•		Subtract line 9 from line 6	636,387
6 Total. Add line 1 through line 5		636,387		

CA 199

CASH CONTRIBUTIONS
INCLUDED ON PART I, LINE 3

STATEMENT 1

CONTRIBUTOR'S NAME	CONTRIBUTOR'S ADDRESS	DATE OF GIFT	AMOUNT
CALIFORNIA DEPARTMENT OF EDUCATION	1430 N ST SACRAMENTO, CA 95618	07/01/19	8,770,027.
GIRARD FOUNDATION	2223 AVENIDA DE LA PAYA STE 350 LA JOLLA, CA 92037	04/23/20	12,000.
TOTAL INCLUDED ON LINE 3			8,782,027.

CA 199

COMPENSATION OF OFFICERS, DIRECTORS AND TRUSTEES

STATEMENT 2

NAME AND ADDRESS	TITLE AND AVERAGE HRS WORKED/WK	COMPENSATION
GINA CAMPBELL 6401 LINDA VISTA RD, NO. 605 SAN DIEGO, CA 92111	EXECUTIVE DIRECTOR 40.00	372,400.
NICHOLE TAYLOR 6401 LINDA VISTA RD, NO. 605 SAN DIEGO, CA 92111	PRESIDENT 2.30	0.
JON WALTERS 6401 LINDA VISTA RD, NO. 605 SAN DIEGO, CA 92111	VICE PRESIDENT 2.30	0.
EVE MEYER 6401 LINDA VISTA RD, NO. 605 SAN DIEGO, CA 92111	TRUSTEE 1.00	0.
TOTAL TO FORM 199, PART II, LINE 11		372,400.

CA 199	OTHER EXPENSES	STATEMENT 3
DESCRIPTION		AMOUNT
INSTRUCTIONAL MATERIALS		461,522.
DISTRICT SUPERVISORY FE		89,634.
MAINTENANCE		65,160.
STUDENT PROGRAMS		20,915.
OTHER EMPLOYEE BENEFITS		1,201,339.
ACCOUNTING FEES		22,119.
OTHER PROFESSIONAL FEES		642,230.
INFORMATION TECHNOLOGY		60,850.
CONFERENCES AND CONVENTIONS		21,148.
INSURANCE		44,133.
ALL OTHER EXPENSES		25,482.
TOTAL TO FORM 199, PART II, LINE 17		2,654,532.

CA 199	OTHER ASSETS	STATEMENT 4
DESCRIPTION	BEG. OF YEAR	END OF YEAR
PREPAID EXPENSES AND DEFERRED CHARGES	43,475.	8,521.
TOTAL TO FORM 199, SCHEDULE L, LINE 12	43,475.	8,521.

CA 199	OTHER LIABILITIES	STATEMENT 5
DESCRIPTION	BEG. OF YEAR	END OF YEAR
CAPITAL LEASE PAYABLE	0.	14,125.
DEFERRED REVENUE	208,886.	0.
TOTAL TO FORM 199, SCHEDULE L, LINE 18	208,886.	14,125.

CA 199	FUND BALANCES	STATEMENT 6
DESCRIPTION	BEG. OF YEAR	END OF YEAR
NET ASSETS WITHOUT DONOR RESTRICTIONS	6,560,279.	7,196,666.
TOTAL TO FORM 199, SCHEDULE L, LINE 21	6,560,279.	7,196,666.

2019

Corporation Depreciation
and Amortization

3885

Attach to Form 100 or Form 100W.

FORM 199

FEIN 33-0920682

Corporation name

PACIFIC VIEW CHARTER SCHOOL
C/O SAN DIEGO COUNTY OFFICE OF EDUCATION

California corporation number

2167985

Part I Election To Expense Certain Property Under IRC Section 179

1	Maximum deduction under IRC Section 179 for California	1	\$25,000
2	Total cost of IRC Section 179 property placed in service	2	
3	Threshold cost of IRC Section 179 property before reduction in limitation	3	\$200,000
4	Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0-	4	
5	Dollar limitation for taxable year. Subtract line 4 from line 1. If zero or less, enter -0-	5	
6	(a) Description of property	(b) Cost (business use only)	(c) Elected cost
7	Listed property (elected IRC Section 179 cost)	7	
8	Total elected cost of IRC Section 179 property. Add amounts in column (c), line 6 and line 7	8	
9	Tentative deduction. Enter the smaller of line 5 or line 8	9	
10	Carryover of disallowed deduction from prior taxable years	10	
11	Business income limitation. Enter the smaller of business income (not less than zero) or line 5	11	
12	IRC Section 179 expense deduction. Add line 9 and line 10, but do not enter more than line 11	12	
13	Carryover of disallowed deduction to 2020. Add line 9 and line 10, less line 12	13	

Part II Depreciation and Election of Additional First Year Depreciation Deduction Under R&TC Section 24356

(a) Description of property	(b) Date acquired (mm/dd/yyyy)	(c) Cost or other basis	(d) Depreciation allowed or allowable in earlier years	(e) Depreciation method	(f) Life or rate	(g) Depreciation for this year	(h) Additional first year depreciation
14 1 LAND	08/04/10	1,158,491		L			0
2 BUILDINGS	08/04/10	5,051,121	575,701	SL	40.00	109,154	
3 EQUIPMENT	08/01/14	273,774	139,127	SL	5.00	33,704	
TOTALS		6,483,386	714,828				
15	Add the amounts in column (g) and column (h). The total of column (h) may not exceed \$2,000. See instructions for line 14, column (h)	15	142,858				

Part III Summary

16	Total: If the corporation is electing: IRC Section 179 expense, add the amount on line 12 and line 15, column (g) or Additional first year depreciation under R&TC Section 24356, add the amounts on line 15, columns (g) and (h) or Depreciation (if no election is made), enter the amount from line 15, column (g)	16	142,858
17	Total depreciation claimed for federal purposes from federal Form 4562, line 22	17	142,858
18	Depreciation adjustment. If line 17 is greater than line 16, enter the difference here and on Form 100 or Form 100W, Side 1, line 6. If line 17 is less than line 16, enter the difference here and on Form 100 or Form 100W, Side 2, line 12. (If California depreciation amounts are used to determine net income before state adjustments on Form 100 or Form 100W, no adjustment is necessary.)	18	0

Part IV Amortization

(a) Description of property	(b) Date acquired (mm/dd/yyyy)	(c) Cost or other basis	(d) Amortization allowed or allowable in earlier years	(e) R&TC Section (see instructions)	(f) Period or percentage	(g) Amortization for this year
19						
20	Total. Add the amounts in column (g)	20				
21	Total amortization claimed for federal purposes from federal Form 4562, line 44	21				
22	Amortization adjustment. If line 21 is greater than line 20, enter the difference here and on Form 100 or Form 100W, Side 1, line 6. If line 21 is less than line 20, enter the difference here and on Form 100 or Form 100W, Side 2, line 12	22				

TAXABLE YEAR

2019**California e-file Return Authorization for
Exempt Organizations**

FORM

8453-EO

Exempt Organization name

Identifying number

**PACIFIC VIEW CHARTER SCHOOL
C/O SAN DIEGO COUNTY OFFICE OF EDUCATION****33-0920682****Part I Electronic Return Information** (whole dollars only)

1	Total gross receipts (Form 199, line 4)	1	8,897,806
2	Total gross income (Form 199, line 8)	2	8,897,806
3	Total expenses and disbursements (Form 199, line 9)	3	8,261,419

Part II Settle Your Account Electronically for Taxable Year 2019

4	Electronic funds withdrawal	4a	Amount	4b	Withdrawal date (mm/dd/yyyy)
----------	-----------------------------	-----------	--------	-----------	------------------------------

Part III Banking Information (Have you verified the exempt organization's banking information?)

5	Routing number	
6	Account number	
7	Type of account:	<input type="checkbox"/> Checking <input type="checkbox"/> Savings

Part IV Declaration of Officer

I authorize the exempt organization's account to be settled as designated in Part II. If I check Part II, Box 4, I authorize an electronic funds withdrawal for the amount listed on line 4a.

Under penalties of perjury, I declare that I am an officer of the above exempt organization and that the information I provided to my electronic return originator (ERO), transmitter, or intermediate service provider and the amounts in Part I above agree with the amounts on the corresponding lines of the exempt organization's 2019 California electronic return. To the best of my knowledge and belief, the exempt organization's return is true, correct, and complete. If the exempt organization is filing a balance due return, I understand that if the Franchise Tax Board (FTB) does not receive full and timely payment of the exempt organization's fee liability, the exempt organization will remain liable for the fee liability and all applicable interest and penalties. I authorize the exempt organization return and accompanying schedules and statements be transmitted to the FTB by the ERO, transmitter, or intermediate service provider. **If the processing of the exempt organization's return or refund is delayed, I authorize the FTB to disclose to the ERO or intermediate service provider the reason(s) for the delay.**

**Sign
Here**

Signature of officer

Date

EXECUTIVE DIRECTOR

Title

Part V Declaration of Electronic Return Originator (ERO) and Paid Preparer.

I declare that I have reviewed the above exempt organization's return and that the entries on form FTB 8453-EO are complete and correct to the best of my knowledge. (If I am only an intermediate service provider, I understand that I am not responsible for reviewing the exempt organization's return. I declare, however, that form FTB 8453-EO accurately reflects the data on the return.) I have obtained the organization officer's signature on form FTB 8453-EO before transmitting this return to the FTB; I have provided the organization officer with a copy of all forms and information that I will file with the FTB, and I have followed all other requirements described in FTB Pub. 1345, 2019 Handbook for Authorized e-file Providers. I will keep form FTB 8453-EO on file for **four** years from the due date of the return or **four** years from the date the exempt organization return is filed, whichever is later, and I will make a copy available to the FTB upon request. If I am also the paid preparer, under penalties of perjury, I declare that I have examined the above exempt organization's return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I make this declaration based on all information of which I have knowledge.

ERO	ERO's signature	Date	Check if also paid preparer <input checked="" type="checkbox"/>	Check if self-employed <input type="checkbox"/>	ERO's PTIN
Must Sign	Firm's name (or yours if self-employed) and address				Firm's FEIN
	EIDE BAILLY LLP				45-0250958
	10681 FOOTHILL BLVD., STE. 300				ZIP code
	RANCHO CUCAMONGA, CA				91730-3831

Under penalties of perjury, I declare that I have examined the above organization's return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I make this declaration based on all information of which I have knowledge.

Paid Preparer	Paid preparer's signature	Date	Check if self-employed <input type="checkbox"/>	Paid preparer's PTIN
Must Sign	Firm's name (or yours if self-employed) and address			Firm's FEIN
				ZIP code

8.2

PACIFIC VIEW CHARTER SCHOOL
RESOLUTION OF THE BOARD OF DIRECTORS

California School Finance Authority Revenue Notes (ASAP Program)

WHEREAS, Pacific View Charter School (the “Borrower”) is a California nonprofit public benefit corporation organized for charitable purposes and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986 (the “Code”) that operates the public charter school known as Pacific View Charter School (the “School”);

WHEREAS, the School provides educational services to students and incurs expenses therefor in advance of receiving payment for such services from the State of California, as a result of which the Borrower requires a working capital financing to support the School's operations;

WHEREAS, pursuant to the State of California’s 2020-21 Budget Act, in order to relieve State budget constraints, certain principal apportionments expected to be received by the Borrower in February 2021 through June 2021 are being deferred (the “Deferred Apportionments”) and will be paid instead in the following fiscal year;

WHEREAS, the Deferred Apportionments pose a challenge for the Borrower to finance its operations consistent with the needs of the School;

WHEREAS, in order to finance such operations, the Borrower proposes to approve its participation in the issuance by the California School Finance Authority (the “Authority”) of its Revenue Notes and the loan of a portion of the proceeds thereof to the Borrower as described herein (collectively, the “ASAP Program”);

WHEREAS, the Borrower proposes to borrow certain proceeds of one or more subseries of the Authority’s Revenue Notes (ASAP Program) Series 2021 (Federally Taxable) (collectively, the “Notes”) issued pursuant to an indenture, dated as of March 1, 2021 (the “Indenture”) between the Authority and U.S. Bank National Association, as trustee (the “Trustee”);

WHEREAS, the Notes will be issued pursuant to the Indenture in accordance with the requirements of that certain Note Purchase Agreement, to be dated the pricing date of the Notes (the “Purchase Agreement”), among the Authority, the Treasurer of the State of California, as agent for sale on behalf of the Authority, and RBC Capital Markets, LLC and Citigroup Global Markets Inc. (together, the “Underwriters”), which will be accepted by the Borrower pursuant to a purchase confirmation (the “Purchase Confirmation”);

WHEREAS, by execution of the Purchase Confirmation, the Borrower will designate the Authority to agree to the final pricing of the Notes of each subseries of the Notes secured by a portion of the Borrower Loan, on the Borrower’s behalf, such rates to be included as agreed in the Loan Agreement (each as defined below) and Indenture;

WHEREAS, the Authority proposes to loan a portion of the proceeds of the Notes in an amount not to exceed \$1,275,000 (the “Borrower Loan”) to the Borrower pursuant to one or more loan agreements, one with respect to each subseries of the Notes secured by a portion of the

Borrower, each dated as of March 1, 2021 (collectively, the “Loan Agreement”), by and between the Authority and the Borrower. Each subseries of the Notes secured by a portion of the Borrower Loan, and the interest thereon, and/or any bank obligations securing such amounts, are payable solely out of certain revenues and income received by the Authority or the Trustee pursuant to each respective Loan Agreement;

WHEREAS, the Borrower proposes to use the proceeds of the Borrower Loan (a) to finance working capital for the Borrower, (b) to pay certain expenses incurred in connection with the issuance of the Notes, and (c) to pay certain credit enhancement fees;

WHEREAS, in connection with the issuance of the Notes by the Authority, the Board proposes to engage Montague DeRose and Associates, LLC (“Montague”), as Municipal Advisor to the Borrower;

WHEREAS, the Borrower acknowledges that Montague has been engaged by the Authority and other charter school borrowers of proceeds of the Notes;

WHEREAS, the Borrower proposes that its obligations under the Loan Agreement be payable from its gross revenues and primarily funded by intercepts pursuant to Section 17199.4(a) of the Education Code of the State of California (collectively, the “Intercept”) of portions of the School state funding as permitted by Section 17199.4(f) of the Education Code of the State of California;

WHEREAS, in connection with the issuance and sale of the Notes, a preliminary official statement and an official statement will be prepared to furnish information with respect to the Notes and the repayment thereof;

WHEREAS, the Board of Directors of the Borrower (the “Board”) finds that the terms of the foregoing transactions described as the ASAP Program (the “Transactions”), under the circumstances, are in the best interests of the Borrower, and are in furtherance of the charitable purposes of the Borrower; and

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby approves the Transactions as set forth herein;

RESOLVED FURTHER, that the Board hereby approves the form of the Loan Agreement, the Intercept (which is attached as an exhibit to the Loan Agreement), and the Purchase Confirmation (the “Transaction Documents”), for execution and delivery, one with respect to each subseries of the Notes, each substantially in the forms presented at this meeting;

RESOLVED FURTHER, that the Board approves, confirms, and ratifies the election or appointment of the following individuals to the offices of the Borrower set forth after their names

Names	Titles
Gina Campbell	Executive Director
Jon Walters	Board Chair
Kira Fox	Director of Central Office & Finance

RESOLVED FURTHER, that the Board appoints the foregoing officers of the Borrower, and each of them individually (each, an “Authorized Signatory”), as authorized signatories of the Borrower for purposes of executing the Transaction Documents and all documents and certificates necessary to effectuate the Transactions or prepared in connection with the Transactions on behalf of the Borrower;

RESOLVED FURTHER, that the Board appoints Montague as Municipal Advisor, to the Borrower for the Transactions;

RESOLVED FURTHER, that the Board authorizes the execution, delivery and performance by the Borrower of the Transaction Documents and all such other documents, instruments and agreements as may be necessary or advisable to facilitate the Borrower’s participation in the ASAP Program, including the execution of a Borrower purchase confirmation required in connection with the Purchase Contract;

RESOLVED FURTHER, that the Authorized Signatories, and each of them individually, are authorized and directed, for and in the name and on behalf of the Borrower, to execute, deliver, approve, and, as appropriate, declare final the Transaction Documents, in such forms as may have been presented to the Board for approval or with such amendments or modifications thereto as an Authorized Signatory may approve as necessary or advisable, and all such other consents, promissory notes, security agreements, account control agreements, intercreditor agreements, assignments, consent agreements, reimbursement agreements, indemnification agreements, guarantees, subordination agreements, notices, certificates, and other documents, agreements, or instruments or amendments to any of the foregoing, as an Authorized Signatory may approve as necessary or advisable to facilitate participation in the ASAP Program, each with such additions, deletions or changes therein as the Authorized Signatory executing the same shall approve (the execution and delivery thereof by any such Authorized Signatory to be conclusive evidence of his or her approval of any such document, agreement, instrument, amendment, addition, deletion or change);

RESOLVED FURTHER, that, pursuant to and to the extent permitted by Section 17199.4(c)(1) of the Education Code of the State of California, the Board hereby elects to participate in the Intercept to secure payment of the amounts due under the Loan Agreement, and the Authorized Signatories, and each of them individually, are authorized and directed, for and in the name and on behalf of the Borrower, to provide notice (each, an “Intercept Notice”) to the State Controller of the State of California of such election of the Board;

RESOLVED FURTHER, that the Borrower ratifies and confirms the acts of its officers, agents or employees taken on behalf of the Borrower in connection with the Transactions;

RESOLVED FURTHER, that by the adoption of this resolution, the Board reconfirms, ratifies and adopts all prior actions of the Board which may have previously been taken in connection with the Transactions;

RESOLVED FURTHER, that all prior resolutions of the Board or any parts thereof in conflict with any or all of the foregoing resolution are repealed to the extent of such conflict;

RESOLVED FURTHER, that this resolution shall take effect and be in full force immediately after its adoption by the Board; and

RESOLVED FURTHER, that the Authorized Signatories, and each of them individually, are authorized and directed, for and in the name and on behalf of the Borrower, to approve, execute and deliver any and all documents, instruments and agreements, and to perform or cause to be performed any and all acts as may, in their judgment, be necessary or desirable to accomplish the purposes of this Resolution and the Transactions contemplated hereby and by the agreements herein approved, and any such documents, instrument or agreements so executed and delivered or actions taken by them or any of them shall be conclusive evidence of their authority in so doing.

RESOLVED FURTHER, that the Borrower hereby approves the execution and delivery of any and all agreements, documents, certificates and instruments referred to herein with electronic signatures as may be permitted under the California Uniform Electronic Transactions Act and digital signatures as may be permitted under Section 16.5 of the Government Code using DocuSign.

RESOLVED FURTHER, that the Board hereby ratifies and confirms that (i) as of Tuesday, February 16, 2021, the persons named below had been duly selected as directors of the Corporation, held the offices of the Corporation set opposite their respective names, and had terms of office ending on the respective dates indicated, and (ii) as of the date hereof, the directors and officers of the Corporation, and the respective terms of office, continue to be as set forth below:

NAME	TITLE	CURRENT TERM BEGAN	CURRENT TERM ENDS
Jon Walters	Board Chair	07/01/2020	07/01/2021
Nichole Taylor	Board Vice-Chair	07/01/2020/	07/01/2022
Eve Meyer	Board Trustee	07/01/2020	07/01/2023

RESOLVED FURTHER, that any deficiencies in any prior action, appointment, election, minutes or records of the of directors or officers of the Corporation are hereby corrected to conform to this resolution

Certificate of Secretary

The undersigned certifies that the undersigned is the duly appointed and acting Secretary of Pacific View Charter School (the "Borrower"), a California nonprofit public benefit corporation, and that the foregoing is a true and correct copy of the Resolution that was duly adopted on _____, 2021, by the majority vote of the directors of the Borrower then in office at a meeting of the board of directors of the Borrower duly held on such date in compliance with the bylaws of the Borrower, in compliance with the notice, agenda, and open meeting requirements of the Ralph M. Brown Act as currently applicable at the time of this meeting and while a quorum was present.

IN WITNESS WHEREOF, I have hereunto set my hand as Secretary of the Borrower this ____ day of _____ 2021.

_____, Secretary

INDENTURE

between

CALIFORNIA SCHOOL FINANCE AUTHORITY

and

U.S. BANK NATIONAL ASSOCIATION

Dated as of March 1, 2021

Relating to:

**CALIFORNIA SCHOOL FINANCE AUTHORITY
REVENUE NOTES
(ASAP PROGRAM)
SERIES 2021
(FEDERALLY TAXABLE)**

including

**\$ _____
SERIES 2021A-1**

**\$ _____
SERIES 2021A-2**

**\$ _____
SERIES 2021B-1**

**\$ _____
SERIES 2021B-2**

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THIS INDENTURE, made and entered into as of March 1, 2021, by and between the **CALIFORNIA SCHOOL FINANCE AUTHORITY**, a public instrumentality of the State of California (as hereinafter in Section 1.01 further defined, the “Authority”), and **U.S. BANK NATIONAL ASSOCIATION**, a national banking association, being qualified to accept and administer the trusts hereby created (as hereinafter in Section 1.01 further defined, the “Trustee”).

WITNESSETH:

WHEREAS, the Authority is a public instrumentality of the State of California, created by the California School Finance Authority Act (constituting Chapter 18 (commencing with Section 17170) of Part 10 of Division 1 of Title 1 of the Education Code of the State of California) (as hereinafter in Section 1.01 further defined, the “Act”) and is authorized to issue bonds, notes, and other evidences of indebtedness, and loan the proceeds thereof for purposes of financing the acquisition, construction, expansion, remodeling, renovation, improvement, furnishing and equipping of educational facilities (as defined in the Act) and/or for purposes of paying working capital for a participating party (as defined in the Act), including an entity that undertakes the financing or refinancing of a project (as defined in the Act) pursuant to the Act in conjunction with schools (“charter schools”) established pursuant to the Charter Schools Act of 1992, as amended (constituting Part 26.8 of Division 4 of Title 2 of the Education Code) (the “Charter School Law”);

WHEREAS, each Borrower, which is listed in Exhibit D hereto, each, a California nonprofit public benefit corporation [or a limited liability company whose sole member is a California nonprofit public benefit corporation] (each, a “Borrower” and collectively, the “Borrowers”), has applied for a loan of proceeds of revenue notes of the Authority to finance working capital for certain of its affiliated charter schools through the Authority’s ASAP Program (the “Program”);

WHEREAS, the working capital financing will benefit each Borrower, each being the operator of one or more charter schools established pursuant to the Charter School Law and each of which is a California nonprofit public benefit corporation and each of which is described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”);

WHEREAS, the Authority has entered into a loan agreement with each of the Borrowers (each, a “Loan Agreement,” and collectively, the “Loan Agreements”), of even date herewith, specifying the terms and conditions of a loan by the Authority to each Borrower to finance its working capital needs, the loan repayments under which (the “Loan Repayments”) will be pledged to the payment of debt service on the series or tranche of Notes funding the related Loan Agreement; and

WHEREAS, Section 17199.4 of the Act specifies that any participating party in connection with securing financing of working capital pursuant to the Act may elect (each, an “Intercept”) to fund repayments of the Notes and various other payments and amounts in connection with the Notes; and

WHEREAS, Section 17199.4(c) of the Act provides that, to participate under such Section, the participating party shall, among other things, provide written notice of such Intercept to the Controller (each, an “Intercept Notice”), which Intercept Notice shall include, among other things, the participating party’s name, contact information and payment delivery instructions for the payee of the Loan Repayments and a schedule of the Loan Repayments subject to the Intercept (collectively, the “Repayment Amounts”); and

WHEREAS, the California Department of Education (the “CDE”) has responsibility under law to determine the principal apportionments due to each public charter school (each, a “Charter School”) under the laws of the State during each fiscal year; and

WHEREAS, the Authority has authorized the issuance of its California School Finance Authority Revenue Notes (ASAP Program), Series 2021 (Federally Taxable) including Series 2021A-1, Series 2021A-2, Series 2021B-1, and Series 2021B-2 (together the “Notes” and each, a “Series of Notes”), in the aggregate principal amount specified in Section 2.01 of this Indenture, to fund the loan to each of the Borrowers under each Loan Agreement, the proceeds of which will be applied to (i) finance working capital for the Borrowers and (ii) pay certain expenses and credit enhancement costs incurred in connection with the issuance of the Notes; and

WHEREAS, the Series 2021A-1 Notes have the benefit of the Series A-1 Letter of Credit issued by Citibank, N.A. and Series 2021A-2 Notes have the benefit of the Series A-2 Letter of Credit issued by Royal Bank of Canada, each supporting the principal of and interest on the related Notes and of the Grant Funded Reserve Account (as defined herein), and the Series 2021B-1 Notes have the benefit of the Series B-1 Letter of Credit issued by Citibank, N.A. and Series 2021B-2 Notes have the benefit of the Series B-2 Letter of Credit issued by Royal Bank of Canada, each supporting the principal of and interest on the related Notes, and each Letter of Credit has been issued by the respective bank (each a “Bank” and, together, the “Banks”) pursuant to a Reimbursement Agreement, dated as of March 1, 2021 (each, a “Reimbursement Agreement” and, together the “Reimbursement Agreements”), by and between the Authority and the respective Bank; and

WHEREAS, in connection with the issuance of the Notes, the Authority has entered into a Memorandum of Understanding, dated as of _____, 2021 (the “MOU”), by and among the Authority, the Office of the California State Controller (the “Controller”), and the CDE; and

WHEREAS, in order to provide for the authentication and delivery of the Notes, to establish and declare the terms and conditions upon which the Notes are to be issued and secured and to secure the payment of the principal thereof and the interest thereon, the Authority has authorized the execution and delivery of this Indenture;

WHEREAS, the Notes, the certificate of authentication and registration to be executed thereon and the form of assignment to appear thereon are to be in substantially the form set forth in Exhibit A hereto and made a part hereof with necessary or appropriate variations, omissions and insertions, as permitted or required by this Indenture;

WHEREAS, in order to secure the payment of the principal of and interest on the Notes when due, the Authority has entered into each of the Reimbursement Agreements with the Banks in order to cause the Banks to issue the Letters of Credit in favor of the Trustee and for the account of the Authority; and

WHEREAS, the Authority has determined that all acts and proceedings required by law necessary to make the Notes, when executed by the Authority, authenticated and delivered by the Trustee and duly issued, the valid, binding, and legal limited obligations of the Authority, and to constitute this Indenture a valid and binding agreement for the uses and purposes herein set forth in accordance with its terms, have been done and taken, and the execution and delivery of this Indenture have been in all respects duly authorized;

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that in order further to secure the payment of the principal of and interest on, all Notes at any time issued and Outstanding under this Indenture, according to their tenor, and to secure the performance and observance of all the covenants and conditions therein and herein set forth, and to declare the terms and conditions upon and subject to which the Notes are to be issued and received, and in consideration of the premises and of the mutual covenants herein contained and of the purchase and acceptance of the Notes by the Holders thereof, and in consideration of the issuance of each of the Letters of Credit by the Banks and for other valuable consideration, the receipt whereof is hereby acknowledged, the Authority does hereby covenant and agree with the Trustee, for the equal and proportionate benefit of the Holders from time to time of the Notes and the Banks, as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01. Definitions. Unless the context otherwise requires, the terms defined in this Section 1.01 shall, for all purposes of this Indenture and of any indenture supplemental hereto, have the meanings herein specified, to be equally applicable to both the singular and plural forms of any of the terms herein defined.

“Act” means the California School Finance Authority Act, constituting Chapter 18 (commencing with Section 17170) of Part 10 of Division 1 of Title 1 of the Education Code of the State, as now in effect and as it may from time to time hereafter be amended or supplemented.

“Additional Payments” shall have the meaning given such term in Section 3.02(d) of each Loan Agreement.

“Administrative Fees and Expenses” means any application, commitment, financing or similar fee charged, or reimbursement for administrative or other expenses incurred, by the Authority or the Trustee in connection with the Notes, including Additional Payments.

“Authority” means the California School Finance Authority, a public instrumentality of the State established by the Act.

“Authorized Borrower Representative” means the such person as may be designated by the governing board of a Borrower as an authorized signatory of such Borrower, by written certificate furnished to the Authority and the Trustee. Such certificate shall contain the specimen signature of such person, shall be signed on behalf of a Borrower by any officer of a Borrower and may designate an alternate or alternates.

“Authorized Denominations” means \$5,000 and any integral multiple of \$5,000 in excess thereof.

“Authorized Signatory” means any member of the Authority and any other person as may be designated and authorized to sign for the Authority pursuant to a resolution adopted thereby.

“Banks” means, collectively, the Series 1 Bank and the Series 2 Bank.

“Beneficial Owner” means, when used with reference to the book entry only system, the person who is considered the beneficial owner of the Notes and, with respect to the Notes pursuant to the arrangements for book entry determination of ownership applicable to the Depository.

“Borrower” means each individually, and ***“Borrowers”*** means, collectively, the California nonprofit public benefit corporations listed in Exhibit D hereto.

“Borrower’s Proportionate Share” means that *pro rata* percentage equal to the principal amount of the Borrower’s Loan as a percentage of the aggregate principal amount of the related Series of Notes.

“Business Day” means any day other than (a) a Saturday, Sunday or legal holiday, (b) a day on which banking institutions in the State of California or New York, New York or in any state where the Office of the Trustee, or the office of the Banks at which drafts are required to be presented under the Letters of Credit, is/are located are required or authorized by law (including executive order) to close, or (c) a day on which the New York Stock Exchange is closed.

“CDE” means the California Department of Education, an agency of the State of California.

“Certificate of the Authority,” “Consent of the Authority,” “Order of the Authority,” “Request of the Authority,” or “Requisition of the Authority” mean, respectively, a written certificate, consent, order, request or requisition of the Authority signed by or on behalf of the Authority by an Authorized Signatory authorized by the Authority to execute such a document on its behalf.

“Certificate of a Borrower,” “Consent of a Borrower,” “Request of a Borrower,” “Request of the Borrowers,” “Requisition of a Borrower,” or “Statement of a Borrower” mean, respectively, a written certificate, request, requisition or statement of a Borrower executed on its behalf by an Authorized Borrower Representative.

“Charter School Law” means the Charter Schools Act of 1992, constituting Part 26.8, commencing with Section 47600 of Division 4 of Title 2 of the Education Code of the State, as now in effect and as it may from time to time hereafter be amended or supplemented.

“Closing Date” shall mean March __, 2021, the date of original issuance and delivery of the Notes.

“Code” means the Internal Revenue Code of 1986, or any successor code or law, and any regulations in effect or promulgated thereunder.

“Continuing Disclosure Certificate” means the Continuing Disclosure Certificate [executed and delivered by the State Treasurer’s Office and the Authority, dated _____2021], as originally executed and as it may be amended from time to time in accordance with the terms thereof.

“Controller” means the Controller of the State or any other official of the State charged with the disbursement of State funds to State public schools.

“Costs of Issuance” means all items of expense directly or indirectly payable by or reimbursable to the Authority or any of the Borrowers and related to the original authorization, execution, sale and delivery of the Notes, including but not limited to costs of preparation and reproduction of documents, fees and expenses of the Authority, the State Treasurer’s Office, initial fees, expenses and charges of the Trustee and its counsel, initial fees, expenses and charges of the Banks and their counsel, the Trustee, legal fees and charges of note counsel, special counsel, disclosure counsel and Trustee’s counsel, underwriters’ fees and expenses, rating agency fees and any other costs, charges or fees in connection with the original delivery of the Notes.

“Costs of Issuance Fund” means the fund by that name established pursuant to Section 5.08 hereof.

“Credit Enhancement Fee Fund” means the fund by that name established pursuant to Section 5.06 hereof.

“Deferral Amounts” means, as to each Borrower and its charter schools participating in the Program, the total funds deferred by the State from apportionments originally due to such Borrower during the Deferral Months identified in the Intercept Schedule, subject to change as provided in the MOU and Intercept Notices.

“Deferral Months” means the months of February through and including June 2021 to certain dates in July through and including November 2021, subject to change as provided in the MOU and Intercept Schedule.

“Depository” means The Depository Trust Company and its successors and assigns, or any other depository selected as set forth in Section 2.10 hereof which agrees to follow the procedures required to be followed by such depository in connection with the Notes.

“Education Code” means the Education Code of the State of California.

“EFT Form” means the Electronic Funds Transfer form contemplated to be delivered by each Borrower, together with each Intercept Notice, as provided in the MOU.

“Electronic Notice” means notice through telecopy, telegraph, telex, facsimile, transmission, internet, e-mail or other electronic means of communication, capable of making a written record.

“Eligible Securities” means any of the following obligations as and to the extent that such obligations are at the time legal investments under the Act for moneys held hereunder and then proposed to be invested therein (provided that the Trustee shall be entitled to rely upon any Request of a Borrower as conclusive certification to the Trustee that the investments described therein are so authorized under the laws of the State of California) and shall be the sole investments in which amounts on deposit in any fund or account created hereunder shall be invested:

(1) direct obligations of the United States of America (including obligations issued or held in book-entry form on the books of the Department of the Treasury of the United States of America or any Federal Reserve Bank and CATS and TIGRS) or obligations the timely payment of the principal of and interest on which are unconditionally guaranteed by the United States of America;

(2) bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following federal agencies, provided that such obligations are backed by the full faith and credit of the United States of America (stripped securities shall constitute Eligible Securities only if they have been stripped by the agency itself); U.S. Export-Import Bank, Farmers Home Administration, Federal Financing Bank, General Services Administration, U.S. Maritime Administration, U.S. Department of Housing and Urban Development, Government National Mortgage Association, and Federal Housing Administration;

(3) bonds, debentures, notes, or other evidence of indebtedness issued or guaranteed by any of the following non-full faith and credit U.S. government agencies (stripped securities shall constitute Eligible Securities only if they have been stripped by the agency itself): Federal Home Loan Bank System, Federal Home Loan Mortgage Corporation (“FHLMC”), Federal National Mortgage Association (“FNMA”), Student Loan Marketing Association, Resolution Funding Corporation or Farm Credit System;

(4) bonds or notes issued by any state or municipality which are rated by S&P, Fitch and Moody’s in one of the three highest rating categories assigned by such agencies;

(5) repurchase agreements with either a primary dealer on the reporting dealer list of the Federal Reserve or any bank, which, in either case, is rated “A” or better by S&P and Moody’s, provided that (a) the term of such repurchase agreement is not greater than thirty days, (b) the Trustee or third party acting solely as agent for the Trustee has possession of the collateral, (c) the collateral is valued weekly and the market value of the collateral is maintained at an amount equal to at least 104% (or, if the collateral consists

of obligations of FHLMC or FNMA, 105%) of the amount of cash transferred by the Trustee to the dealer bank or securities firm under the repurchase agreement plus interest, (d) failure to maintain the requisite collateral levels will require the Trustee to liquidate the collateral immediately, (e) the repurchase securities are either obligations of, or fully guaranteed as to principal and interest by, the United States or any federal agency backed by the full faith and credit of the United States; (f) the repurchase securities are free and clear of any third-party lien or claim; and (g) there shall have been delivered to the Trustee, the Authority, and the Borrowers an Opinion of Counsel to the effect that such repurchase agreement meets all guidelines under State law for legal investment of public funds;

(6) investment agreements, including guaranteed investment contracts (“GICs”) with providers in one of the two highest rating categories of Moody’s and S&P;

(7) money market funds registered under the Federal Investment Company Act of 1940, whose shares are registered under the Federal Securities Act of 1933, and having a rating by S&P of “AAAm-G,” “AAA-m,” or “AA-m” and if rated by Moody’s rated “Aaa,” “Aa1” or “Aa2,” including such funds for which the Trustee, its affiliates or subsidiaries provide investment advisory or other management services or for which the Trustee or an affiliate of the Trustee serves as investment administrator, shareholder servicing agent, and/or custodian or subcustodian, notwithstanding that (i) the Trustee or an affiliate of the Trustee receives fees from funds for services rendered, (ii) the Trustee collects fees for services rendered pursuant to this Indenture, which fees are separate from the fees received from such funds, and (iii) services performed for such funds and pursuant to this Indenture may at times duplicate those provided to such funds by the Trustee or an affiliate of the Trustee;

(8) certificates of deposit secured at all times by collateral described in (1) and/or (2) above, issued by commercial banks, savings and loan associations or mutual savings banks relating to collateral held by a third party, and in which collateral the Trustee on behalf of the Noteholders has a perfected first security interest;

(9) certificates of deposit, savings accounts, deposit accounts or money market deposits that are fully insured by FDIC, including BIF and SAIF;

(10) commercial paper rated, at the time of purchase, “Prime-1” by Moody’s and “A-1” or better by S&P;

(11) federal funds or bankers acceptances with a maximum term of one year of any bank which has an unsecured, uninsured and unguaranteed obligation rating of “Prime-1” or “A-3” or better by Moody’s and “A-1” or “A” or better by S&P;

(12) shares in a California common law trust established pursuant to Title 1, Division 7, Chapter 5 of the Government Code of the State which invests exclusively in investments permitted by Section 53635 of Title 5, Division 2, Chapter 4 of the Government Code of the State as it may be amended;

(13) the State of California’s Pooled Money Investment Account;

(14) [the State of California’s Local Agency Investment Fund]; and

(15) obligations of a bank or other financial institution rated at least “Aa3” by Moody’s or “AA-” by S&P.

“Escrow Account” means the account by that name in the Working Capital Fund established pursuant to Section 5.07 hereof.

“Event of Default” means any of the events specified in Section 7.01 of this Indenture.

“Fiscal Year” means, with respect to each Borrower, the twelve-month period beginning July 1 and ending on June 30, or such other twelve-month period as may be designated in a written Statement of such Borrower delivered to the Authority and the Trustee.

“Fitch” means Fitch Ratings, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, or, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, any other nationally recognized securities rating agency designated by the Authority.

“Government Obligations” means noncallable and nonprepayable direct obligations of the United States of America or obligations which as to full and timely payment of principal and interest constitute full faith and credit obligations of the United States of America (excluding therefrom unit investment trusts and money market funds comprised of such securities).

“Grant-Funded Reserve Eligible Securities” means:

- (1) obligations issued or guaranteed by the United States Government;
- (2) obligations of agencies or instrumentalities of the United States, including government-sponsored enterprises;
- (3) obligations issued by or guaranteed by any state, provided such obligations are rated in the two highest rating categories of Moody’s Investor Service, Standard and Poor’s Corporation or Fitch Ratings;
- (4) commercial paper, repurchase agreements, guaranteed investment contracts or other similar instruments issued by corporations that are organized and operating within the United States having assets in excess of \$500 million and having a short-term rating in the highest rating category of Moody’s Investor Service, Standard and Poor’s Corporation or Fitch Ratings, and a long-term rating in one of the two highest rating categories;
- (5) money market funds that invest solely in United States Government securities or obligations of agencies or instrumentalities of the United States, including such funds for which the Trustee, its affiliates or subsidiaries provide investment advisory or other management services or for which the Trustee or an affiliate of the

Trustee serves as investment administrator, shareholder servicing agent, and/or custodian or subcustodian, notwithstanding that (i) the Trustee or an affiliate of the Trustee receives fees from funds for services rendered, (ii) the Trustee collects fees for services rendered pursuant to this Indenture, which fees are separate from the fees received from such funds, and (iii) services performed for such funds and pursuant to this Indenture may at times duplicate those provided to such funds by the Trustee or an affiliate of the Trustee;

(6) money market fund deposits or certificates of deposit made in federally insured, regulated credit unions or banks, to the extent fully insured or collateralized with investments under categories (1) through (5), including such funds for which the Trustee, its affiliates or subsidiaries provide investment advisory or other management services or for which the Trustee or an affiliate of the Trustee serves as investment administrator, shareholder servicing agent, and/or custodian or subcustodian, notwithstanding that (i) the Trustee or an affiliate of the Trustee receives fees from funds for services rendered, (ii) the Trustee collects fees for services rendered pursuant to this Indenture, which fees are separate from the fees received from such funds, and (iii) services performed for such funds and pursuant to this Indenture may at times duplicate those provided to such funds by the Trustee or an affiliate of the Trustee; and

(7) such other investment securities as the Secretary may determine are prudent investments that comply with applicable law and regulations.

“Grant-Funded Reserve Account” means the Grant-Funded Reserve Account of the Reserve Fund established by the Trustee pursuant to Section 5.05 hereof.

“Indenture” means this indenture, as originally executed or as it may from time to time be supplemented, modified or amended by any supplemental indenture entered into pursuant to the provisions hereof.

“Intercept” means the apportionment from the Controller, pursuant to Section 17199.4 of the Education Code (or any successor provision) and each Intercept Notice, of amounts specified in each Intercept Notice and payable directly to the Trustee.

“Intercept Notice” means any notice from or on behalf of any Borrower to the Controller, pursuant to Section 17199.4 of the Education Code (or any successor provision), specifying a transfer schedule for the payment directly to the Trustee of one or more of the following: (x) principal of the Notes, (y) interest on the Notes and (z) other costs necessary or incidental to financing pursuant to the Act relating to the Notes, including Additional Payments, as the same may be amended, supplemented or restated from time to time.

“Intercept Schedule” means that schedule of repayment amounts, dates and repayment periods which the Authority shall provide, or cause to be provided for each Borrower in accordance with its Intercept Notice and the MOU.

“Interest Account” means the account by that name in the Revenue Fund established pursuant to Section 5.01(d).

“Irrevocable Deposit” means the irrevocable deposit in trust, with any trustee or escrow agent authorized to act in such capacity, of cash in an amount (or Government Obligations the principal of and interest on which will be in an amount), and under terms sufficient to pay all or a portion of the principal of and/or premium, if any, and interest on, as the same shall become due, of any indebtedness of a Borrower which would otherwise be considered Outstanding.

“Letters of Credit” means, collectively, the [Series 2021A-1 Letters of Credit], the [Series 2021A-2 Letters of Credit], the [Series 2021B-1 Letters of Credit], and the [Series 2021B-2 Letters of Credit].

“Loans” means the loan of Note proceeds from the Authority to the Borrowers pursuant to the Loan Agreements.

“Loan Agreement” means any of those certain loan agreements, each dated as of March 1, 2021, each between the Authority and a Borrower, as originally executed or as it may from time to time be supplemented, modified or amended subject to and in accordance with the terms thereof and of Section 6.06(b) of this Indenture; ***“Loan Agreements”*** means all of such Loan Agreements, collectively.

“Loan Repayments” has the meaning given such term in Section 3.02(b) of each Loan Agreement.

“Maturity Date” means the maturity date for the Notes, which occurs on [December 31, 2021].

“Memorandum of Understanding” means the Memorandum of Understanding, dated as of _____, 2021 (the “MOU”), by and among the Authority, the Controller, and the CDE, as now in effect and as it may from time to time hereafter be amended or supplemented.

“Moody’s” means Moody’s Investors Service, a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, or, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, any other nationally recognized securities rating agency designated by the Borrowers.

“Noteholder” or ***“Holder”*** means, with respect to any Note, the person in whose name such Note is registered.

“Notes” means, collectively, the Series 2021A-1 Notes, Series 2021A-2 Notes, Series 2021B-1 Notes and Series 2021B-2 Notes.

“Opinion of Note Counsel” means an Opinion of Counsel by a nationally recognized bond counsel firm experienced in matters relating to the exclusion from gross income for federal income tax purposes of interest payable on obligations of state and political subdivisions.

“Opinion of Counsel” means a written legal opinion of a lawyer or law firm (which may be counsel for the Authority) selected by the Authority.

“Outstanding,” when used as of any particular time with reference to Notes, means (subject to the provisions of Section 11.09 hereof) all Notes theretofore, or thereupon being, authenticated and delivered by the Trustee under this Indenture except (a) Notes theretofore canceled by the Trustee or surrendered to the Trustee for cancellation; (b) Notes with respect to which all liability of the Authority shall have been discharged in accordance with Section 10.01 of this Indenture; and (c) Notes for the transfer or exchange of which, or in lieu of or in substitution for which, other Notes shall have been authenticated and delivered by the Trustee pursuant to this Indenture.

“Payments” means (i) all moneys received by the Trustee through the Intercept as directed by each Borrower (except any money received to be used for the payment of Administrative Fees and Expenses), (ii) all moneys, if any, received by the Authority or the Trustee directly from, or on behalf of, any of the Borrowers, pursuant to the Loan Agreements (excluding Additional Payments not directed to be deposited into any fund or account created and held under the Indenture), and (iii) all income derived from the investment of any money in any fund or account established pursuant to this Indenture.

“Person” means an individual, corporation, firm, association, partnership, trust or other legal entity or group of entities, including a governmental entity or any agency or political subdivision thereof.

“Principal Account” means the account by that name in the Revenue Fund established pursuant to Section 5.01(d).

“Principal Corporate Trust Office” means for the Trustee originally appointed hereunder, the corporate trust office of U.S. Bank National Association, which at the date of execution of this Indenture is that specified in Section 11.07 of this Indenture, provided however, that for purposes of presentation of Notes for payment or for registration of transfer and exchange such term shall mean the office or agency of the Trustee at which, at any particular time, its corporate trust agency business shall be conducted.

“Rating Agency” means at any time any nationally recognized rating agency including Fitch, Moody’s or S&P, then rating the Notes at the request of the Authority.

“Rating Category” means (i) with respect to any long-term rating category, all ratings designated by a particular letter or combination of letters, without regard to any numerical modifier, plus or minus sign or other modifier and (ii) with respect to any short-term or commercial paper rating category, all ratings designated by a particular letter or combination of letters and taking into account any numerical modifier, but not any plus or minus sign or other modifier.

“Record Date” means, with respect to the Maturity Date for the Notes, the fifteenth day of the calendar month immediately preceding the Maturity Date, whether or not such day is a Business Day.

“Reimbursement Agreements” means the Series 1 Reimbursement Agreement and the Series 2 Reimbursement Agreement.

“Release Date” means [July 15, 2021].

“Reserve Fund” means the Reserve Fund established by the Trustee pursuant to Section 5.05 hereof.

“Responsible Officer” of the Trustee means and includes a duly authorized officer of the Trustee, with regular responsibility for the administration of matters related to this Indenture.

“Retained Rights” means the Authority’s right to receive Administrative Fees and Expenses and any Additional Payments, any right to be indemnified, held harmless or defended and rights to inspection and to receive notices, certificates and opinions, express rights to give approvals, consents or waivers.

“Revenue Fund” means the fund by that name established pursuant to Section 5.01(d) of this Indenture.

[**“Senior Loan”** means, as to any respective Borrower, a loan outstanding through the State Emergency Loan program or through the California Infrastructure and Economic Development Bank.]

“Series” means, with respect to the Notes, the respective series or tranche of Notes.

“Series 1 Bank” means Citibank, N.A. and its successors and assigns.

“Series 2 Bank” means Royal Bank of Canada and its successors and assigns.

“Series 2021A-1 Letter of Credit” means the irrevocable, direct pay letter of credit issued by the Series 1 Bank contemporaneously with the original delivery of the Notes.

“Series 2021A-2 Letter of Credit” means the irrevocable, direct pay letter of credit issued by the Series 2 Bank contemporaneously with the original delivery of the Notes.

“Series 2021B-1 Letter of Credit” means the irrevocable, direct pay letter of credit issued by the Series 1 Bank contemporaneously with the original delivery of the Notes.

“Series 2021B-2 Letter of Credit” means the irrevocable, direct pay letter of credit issued by the Series 2 Bank contemporaneously with the original delivery of the Notes.

“Series 2021A Notes” means the Series 2021A-1 Notes and the “Series 2021A-2 Notes.

“Series 2021A-1 Notes” means the California School Finance Authority Revenue Notes (ASAP Program), Series 2021A-1 (Taxable), supported by the Series 2021A-1 Letter of

Credit, authorized and issued pursuant to Article II of this Indenture and any notes issued in exchange or replacement thereof in accordance with this Indenture.

“Series 2021A-2 Notes” means the California School Finance Authority Revenue Notes (ASAP Program), Series 2021A-2 (Taxable), supported by the Series 2021A-2 Letter of Credit, authorized and issued pursuant to Article II of this Indenture and any notes issued in exchange or replacement thereof in accordance with this Indenture.

“Series 2021B Notes” means the Series 2021B- 1 Notes and the “Series 2021B- 2 Notes.

“Series 2021B-1 Notes” means the California School Finance Authority Revenue Notes (ASAP Program), Series 2021B-1 (Taxable), supported by the Series 2021B-1 Letter of Credit, authorized and issued pursuant to Article II of this Indenture and any notes issued in exchange or replacement thereof in accordance with this Indenture.

“Series 2021BA-2 Notes” means the California School Finance Authority Revenue Notes (ASAP Program), Series 2021B-2 (Taxable), supported by the Series 2021B-2 Letter of Credit, authorized and issued pursuant to Article II of this Indenture and any notes issued in exchange or replacement thereof in accordance with this Indenture.

“Series 1 Reimbursement Agreement” means the Reimbursement Agreement, dated as of March 1, 2021, by and between the Series 1 Bank and the Authority, as originally executed or as it may from time to time be supplemented, modified or amended subject to and in accordance with the terms thereof and of Section 6.06(b) of this Indenture.

“Series 2 Reimbursement Agreement” means the Reimbursement Agreement, dated as of March 1, 2021, by and between the Series 2 Bank and the Authority, as originally executed or as it may from time to time be supplemented, modified or amended subject to and in accordance with the terms thereof and of Section 6.06(b) of this Indenture.

“S&P” means Standard & Poor’s Ratings Services, a division of The McGraw-Hill Companies, Inc., a corporation organized and existing under the laws of the state of New York, its successors and their assigns, or, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, any other nationally recognized securities rating agency designated by the Authority.

“Securities Depositories” means The Depository Trust Company, 55 Water Street, 50th Floor, New York, N.Y. 10041-0099 Attention: Call Notification Department, Fax (212) 855-7232 or to such other addresses and/or such other securities depositories as the Authority may designate to the Trustee in writing.

“Special Record Date” means the date established by the Trustee pursuant to Section 2.02(d) of this Indenture as a record date for the payment of defaulted interest on Notes.

“State” means the State of California.

“Supplemental Indenture” or *“Indenture supplemental hereto”* means any indenture hereafter duly authorized and entered into between the Authority and the Trustee in accordance with the provisions of this Indenture.

“Trustee” means U.S. Bank National Association, as trustee hereunder, or the successor as Trustee hereunder as provided in Section 8.01 or 8.02 of this Indenture.

“Working Capital Fund” means the fund by that name established pursuant to Section 5.07 hereof.

SECTION 1.02. Content of Certificates and Opinions. Every certificate (other than the certificate provided for in Section 11.05 hereof) or opinion with respect to compliance with a condition or covenant provided for in this Indenture shall include (a) a statement that the person or persons making or giving such certificate or opinion have read such condition or covenant and the definitions herein relating thereto; (b) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based; (c) a statement that, in the opinion of the signers, they have made or caused to be made such examination or investigation as is necessary to enable them to express an informed opinion as to whether or not such condition or covenant has been complied with; and (d) a statement as to whether, in the opinion of the signers, such condition or covenant has been complied with.

Any such certificate or opinion made or given by a member or officer of the Authority may be based, insofar as it relates to legal matters, upon a certificate or opinion of or representations by counsel, unless such officer knows that the certificate or opinion or representations with respect to the matters upon which his or her certificate or opinion may be based as aforesaid are erroneous, or in the exercise of reasonable care should have known that the same were erroneous. Any such certificate or opinion made or given by counsel may be based, insofar as it relates to factual matters (with respect to which information is in the possession of the Authority) upon the certificate or opinion of or representations by a member or officer of the Authority, unless such counsel knows that the certificate or opinion or representations with respect to the matters upon which his or her opinion may be based as aforesaid are erroneous or in the exercise of reasonable care should have known that the same were erroneous.

Any written representation of the Authority or determination of the Trustee given in accordance with Section 6.06 (regarding the amendment of any Loan Agreement) or Article IX (regarding amendment of the Indenture) may, at the option of such party, be based solely on the written representation of a financial consultant or advisor selected by such party and not objected to by the other such party.

SECTION 1.03. Equal Security. In consideration of the acceptance of the Notes by the Holders thereof and the issuance of the Letters of Credit by the Banks, this Indenture shall be deemed to be and shall constitute a contract among the Authority, the Trustee, the Banks and the Holders from time to time of all Notes authorized, executed, issued and delivered hereunder and then Outstanding to secure the full and final payment of the principal of, premium, if any, and interest on all Notes which may from time to time be authorized, executed, issued and delivered

hereunder and the amounts owed under the Reimbursement Agreements, subject to the agreements, conditions, covenants and provisions contained herein; and all agreements and covenants set forth herein to be performed by or on behalf of the Authority shall be for the equal and proportionate benefit, protection and security of the Banks and all Holders of the Notes without distinction, preference or priority as to security or otherwise of any Bank over another or of any Notes over any other Notes by reason of the number or date thereof or the time of authorization, sale, execution, issuance or delivery thereof or for any cause whatsoever, except as expressly provided herein or therein.

SECTION 1.04. Article and Section Headings and References. The headings or titles of the several Articles and Sections hereof, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this Indenture.

All references herein to “Articles,” “Sections” and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Indenture; the words “herein,” “hereof,” “hereby,” “hereunder” and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or subdivision hereof; and words of the masculine gender shall mean and include words of the feminine and neuter genders.

SECTION 1.05. Construction. The parties hereto acknowledge that each such party and its respective counsel have participated in the drafting and revision of this Indenture. Accordingly, the parties agree that any rule of construction which disfavors the drafting party shall not apply in the interpretation of this Indenture or any amendment or supplement or exhibit hereto.

ARTICLE II

THE NOTES

SECTION 2.01. Authorization of Notes. (a) There shall be issued under and secured by this Indenture an issue of notes of the Authority constituting the Notes. The Notes are hereby authorized to be issued hereunder and designated generally as the “California School Finance Authority Revenue Notes (ASAP Program) Series 2021 (Federally Taxable)” issued in four subseries: Series 2021A-1 supported by the Series 2021A-1 Letter of Credit issued by the Series 1 Bank, Series 2021A-2 supported by the Series 2021A-2 Letter of Credit issued by the Series 2 Bank, Series 2021B-1 supported by the Series 2021B-1 Letter of Credit issued by the Series 1 Bank, and Series 2021B-2 supported by the Series 2021B-2 Letter of Credit issued by the Series 2 Bank. The aggregate principal amount of the Notes that may be issued under this Indenture shall not exceed _____ dollars (\$_____), exclusive of temporary Notes executed and authenticated as provided in Section 2.07 hereof. The aggregate principal amount of the Series 2021A-1 Notes that may be issued under this Indenture shall not exceed _____ dollars (\$_____), exclusive of temporary Notes executed and authenticated as provided in Section 2.07 hereof. The aggregate principal amount of the Series 2021A-2 Notes that may be issued under this Indenture shall not exceed _____ dollars (\$_____), exclusive of temporary Notes executed and authenticated as provided in Section 2.07 hereof. The aggregate principal amount

of the Series 2021B-1 Notes that may be issued under this Indenture shall not exceed _____ dollars (\$_____), exclusive of temporary Notes executed and authenticated as provided in Section 2.07 hereof. The aggregate principal amount of the Series 2021B-2 Notes that may be issued under this Indenture shall not exceed _____ dollars (\$_____), exclusive of temporary Notes executed and authenticated as provided in Section 2.07 hereof.

(b) This Indenture constitutes a continuing agreement with the Trustee and the Holders of all of the Notes Outstanding, and the Banks, subject to the covenants, agreements, provisions and conditions herein contained.

SECTION 2.02. Terms of Notes.

(a) The Notes shall be issued as registered notes in Authorized Denominations. The Notes shall be dated their date of issuance. Interest on the Notes shall be calculated on the basis of a 360-day year of twelve 30-day months and shall be payable in arrears on the Maturity Date.

(b) (i) The Series A-1 Notes shall mature on the Maturity Date and shall bear interest at the rate of _____% per annum; (ii) the Series A-2 Notes shall mature on the Maturity Date and shall bear interest at the rate of _____% per annum; (iii) the Series B-1 Notes shall mature on the Maturity Date and shall bear interest at the rate of _____% per annum; and (iv) the Series B-2 Notes shall mature on the Maturity Date and shall bear interest at the rate of _____% per annum.

(c) The Notes, when issued, will be registered in the name of Cede & Co., as nominee of the Depository, and shall be evidenced by one Note in the total aggregate principal amount. Registered ownership of the Notes, or any portion thereof, may not thereafter be transferred except as set forth in Section 2.10 hereof. So long as Cede & Co. is the registered owner of the Notes, as nominee of the Depository, references herein to the Noteholders, holders or registered owners shall mean Cede & Co. as aforesaid and shall not mean the “beneficial owners” of the respective series or tranche of Notes.

(d) The principal of and interest on the Notes shall be payable in lawful money of the United States of America upon surrender at the Principal Corporate Trust Office. The interest on any Note shall be payable to the person whose name appears on the registration books of the Trustee as the registered owner thereof as of the close of business on the Record Date for the Maturity Date, such interest to be paid by check mailed by first-class mail, postage prepaid, on the Maturity Date, to the registered owner at his or her address as it appears on such registration books. Notwithstanding the foregoing, however, any Holder of \$1,000,000 or more in an aggregate principal amount of the Notes shall be entitled to receive payments of interest on the Notes held by it by wire transfer of immediately available funds to such bank or trust company located within the United States of America as such other Holder shall designate in writing to the Trustee by the applicable Record Date for such payment. So long as Cede & Co. is the registered owner of the Notes, principal of and interest on the Notes are payable in same-day funds by the Trustee to Cede & Co., as nominee for the Depository.

(e) Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the Noteholder on such Record Date and shall be paid to the person in whose name the Note is registered at the close of business on a Special Record Date for the payment of such defaulted interest. The Special Record Date shall be fixed by the Trustee, notice thereof being given to the Noteholders not less than 10 days prior to such Special Record Date.

SECTION 2.03. Execution of Notes. The Notes shall be signed in the name and on behalf of the Authority with the manual or facsimile signature of its Chair. The Notes shall then be delivered to the Trustee for registration and authentication by it. In case any officer who shall have signed any of the Notes shall cease to be such officer before the Notes so signed shall have been authenticated or delivered by the Trustee or issued by the Authority, such Notes may nevertheless be authenticated, delivered and issued and, upon such authentication, delivery and issue, shall be as binding upon the Authority as though those who signed and attested the same had continued to be such officer of the Authority. Also, any Note may be signed on behalf of the Authority by such person as on the actual date of the execution of such Note shall be the proper officers although on the nominal date of such Note any such person shall not have been such officer. Only such of the Notes as shall bear thereon a certificate of authentication and registration in substantially the form set forth in Exhibit A hereto, manually executed by the Trustee, shall be valid or obligatory for any purpose or entitled to the benefits of this Indenture, and such certificate of the Trustee shall be conclusive evidence that the Notes so authenticated have been duly authenticated and delivered hereunder and are entitled to the benefits of this Indenture.

SECTION 2.04. Transfer of Notes. The registration of any Note may, in accordance with its terms, be transferred, upon the books required to be kept pursuant to the provisions of Section 2.06 of this Indenture, by the person in whose name it is registered, in person or by his or her duly authorized attorney, upon surrender of such Note for cancellation, accompanied by delivery of a written instrument of transfer in a form acceptable to the Trustee, duly executed. The Trustee shall require the payment by the Holder requesting such transfer of any tax or other governmental charge required to be paid with respect to such transfer, and there shall be no other charge to any Holder for any such transfer.

SECTION 2.05. Exchange of Notes. Notes may be exchanged at the Principal Corporate Trust Office of the Trustee for a like aggregate principal amount of the Notes of the same maturity of other authorized denominations. The Trustee shall require the payment by the Holder requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange, and there shall be no other charge to any Holder for any such exchange.

SECTION 2.06. Note Register. The Trustee will keep or cause to be kept, at its Principal Corporate Trust Office, sufficient books for the registration of transfer of the Notes, which shall at all reasonable times during normal business hours upon reasonable notice be open to inspection by the Authority; and, upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register the transfer or cause to be registered the transfer, on said books, of Notes as hereinbefore provided.

SECTION 2.07. Temporary Notes. The Notes may be initially issued in temporary form exchangeable for definitive Notes when ready for delivery. The temporary Notes may be printed, lithographed or typewritten, shall be of such denomination as may be determined by the Authority, shall be in registered form and may contain such reference to any of the provisions of this Indenture as may be appropriate. Every temporary Note shall be executed by the Authority and authenticated by the Trustee upon the same conditions and in substantially the same manner as the definitive Notes. If the Authority issues temporary Notes, it will execute and furnish definitive Notes without delay, and thereupon the temporary Notes may be surrendered, for cancellation, in exchange therefor at the Principal Corporate Trust Office of the Trustee, and the Trustee shall authenticate and deliver in exchange for such temporary Notes an equal aggregate principal amount of definitive Notes of authorized denominations, of the same maturity or maturities. Until so exchanged, the temporary Notes shall be entitled to the same benefits under this Indenture as definitive Notes authenticated and delivered hereunder.

SECTION 2.08. Notes Mutilated, Lost, Destroyed or Stolen. If any Note shall become mutilated, the Authority, at the expense of the Holder of said Note, shall execute, and the Trustee shall thereupon authenticate and deliver, a new Note of like tenor in exchange and substitution for the Note so mutilated, but only upon surrender to the Trustee of the Note so mutilated. Every mutilated Note so surrendered to the Trustee shall be canceled by it and delivered to, or upon the order of, the Authority. If any Note issued hereunder shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Trustee and, if such evidence be satisfactory to it and indemnity satisfactory to it shall be given, the Authority, at the expense of the Holder, shall execute, and the Trustee shall thereupon authenticate and deliver, a new Note of like tenor in lieu of and in substitution for the Note so lost, destroyed or stolen. If any Note mutilated, lost, destroyed or stolen shall have matured, instead of issuing a substitute Note the Trustee may pay the same without surrender upon receipt of indemnity satisfactory to the Trustee. The Authority may require payment from the Holder of a sum not exceeding the actual cost of preparing each new Note issued under this Section and of the expenses which may be incurred by the Authority and the Trustee. Any Note issued under the provisions of this Section in lieu of any Note alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the Authority whether or not the Note so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be entitled to the benefits of this Indenture with all other Notes secured by this Indenture.

SECTION 2.09. Use of Depository. Notwithstanding any provision of this Indenture to the contrary:

(a) The Notes initially shall be registered as provided in Section 2.02 hereof. Registered ownership of the Notes, or any portion thereof, may not thereafter be transferred except:

(i) To any successor of the Depository or its nominee, or to any Substitute Depository designated pursuant to clause (ii) of this subsection (a) ("Substitute Depository"); provided that any successor of the Depository or Substitute Depository shall be qualified under any applicable laws to provide the service proposed to be provided by it;

(ii) To any Substitute Depository designated by the Authority (at the direction of the Borrowers) and not objected to by the Trustee, upon (1) the resignation of the Depository or its successor (or any Substitute Depository or its successor) from its functions as depository or (2) a determination by the Authority (at the direction of the Borrowers) that the Depository or its successor (or any Substitute Depository or its successor) is no longer able to carry out its functions as depository; provided that any such Substitute Depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(iii) To any person as provided below, upon (1) the resignation of the Depository or its successor (or Substitute Depository or its successor) from its functions as depository; provided that no Substitute Depository which is not objected to by the Trustee can be obtained or (2) a determination by the Authority (with the concurrence of the Borrowers) that it is in the best interests of the Authority to remove the Depository or its successor (or any Substitute Depository or its successor) from its functions as depository.

(b) In the case of any transfer pursuant to clause (i) or clause (ii) of subsection (a) hereof, upon receipt of the Outstanding Notes by the Trustee, together with a Request of the Authority to the Trustee, a single new Note for each maturity shall be executed and delivered in the aggregate principal amount of the Notes of such maturity then Outstanding, registered in the name of such successor or such Substitute Depository, or their nominees, as the case may be, all as specified in such Request of the Authority. In the case of any transfer pursuant to clause (iii) of subsection (a) hereof, upon receipt of the Outstanding Notes by the Trustee, new Notes shall be executed and delivered in such denominations numbered in consecutive order from R-1 up and registered in the names of such persons as are requested in such a Request of the Authority, subject to the limitations of Section 2.02 hereof, provided the Trustee shall not be required to deliver such new Notes within a period less than sixty (60) days from the date of receipt of such a Request of the Authority.

(c) In the case of an advance refunding of the Notes, if any, evidencing all or a portion of the principal amount then Outstanding, the Depository shall make an appropriate notation on the Notes indicating the date and amounts of such reduction in principal.

(d) The Authority and the Trustee shall be entitled to treat the person in whose name any Note is registered as the Noteholder thereof for all purposes of the Indenture and any applicable laws, notwithstanding any notice to the contrary received by the Trustee or the Authority; and the Authority and the Trustee shall have no responsibility for transmitting payments to, communication with, notifying, or otherwise dealing with any beneficial owners of the Notes. Neither the Authority nor the Trustee will have any responsibility or obligations, legal or otherwise, to the beneficial owners or to any other party including the Depository or its successor (or Substitute Depository or its successor), except for the Holder of any Note.

(e) So long as the outstanding Notes are registered in the name of Cede & Co. or its registered assigns, the Authority and the Trustee shall cooperate with Cede & Co., as sole registered Noteholder, and its registered assigns in effecting payment of the principal of and interest on the Notes by arranging for payment in such manner that funds for such payments are properly identified and are made immediately available on the date they are due.

SECTION 2.10. Validity of Notes. The validity of the authorization and issuance of the Notes is not dependent on and shall not be affected in any way by any proceedings taken by the Authority or the Trustee with respect to or in connection with the Loan Agreements. The recital contained in the Notes that the same are issued pursuant to the Act and the Constitution and laws of the State shall be conclusive evidence of their validity and of compliance with the provisions of law in their issuance.

ARTICLE III

ISSUANCE OF NOTES; ESTABLISHMENT OF CERTAIN FUNDS AND APPLICATION OF PROCEEDS

SECTION 3.01. Authentication and Delivery of Notes. At any time after the execution of this Indenture, the Authority may execute the Notes, and the Trustee, upon the Order of the Authority, shall authenticate and deliver the Notes in accordance with Article II of this Indenture, in each case exclusive of the Notes executed and authenticated as provided in Section 2.07 hereof.

SECTION 3.02. Application of Proceeds of Notes and Certain Other Moneys.

(a) The Trustee hereby agrees to establish and maintain hereunder, in trust, the funds described in Article V herein.

(b) The Trustee shall accept a portion of the proceeds received from the sale of the Notes in the amount of \$_____ (consisting of the par amount of the Notes of \$_____, and less an underwriters' discount of \$_____).

(c) The Trustee shall accept \$_____ from the Authority, consisting of a portion of the proceeds of a grant from the CDE.

(d) The Trustee shall deposit the amounts received pursuant to Section 3.02(b), Section 3.02(c) and Section 3.02(d) hereof, in the following funds and accounts in the following amounts:

	<u>Subsection (b)</u>	<u>Subsection (c)</u>	<u>Subsection (d)</u>
	<u>Funds</u>	<u>Funds</u>	<u>Funds</u>
Working Capital Fund			
Escrow Account			
Grant-Funded Reserve Account			
Credit Enhancement Fee Fund			
Costs of Issuance Fund			

ARTICLE IV

NO REDEMPTION OF THE NOTES

SECTION 4.01. No Redemption. The Notes are not subject to redemption prior to their stated maturity.

ARTICLE V

PLEDGE AND ASSIGNMENT; ESTABLISHMENT AND APPLICATION OF FUNDS AND ACCOUNTS

SECTION 5.01. Pledge and Assignment. (a) Subject only to the provisions of this Indenture permitting the application thereof for the purposes and on the terms and conditions set forth herein, there are hereby pledged to secure the payment of the principal of and interest on each series or tranche of the Notes in accordance with their terms and the provisions of this Indenture and the payment of all amounts owed under the Reimbursement Agreements, all of the Payments (except any money received to be used for the payment of Administrative Fees and Expenses) and any other amounts (including proceeds of the sale of Notes) held in any fund or account established pursuant to this Indenture for the benefit of such series or tranche of the Notes and the payment of amounts owing under the Reimbursement Agreements. Said pledge shall constitute a lien on and security interest in such assets and shall attach and be valid and binding from and after delivery of the Notes and the Letters of Credit, without any physical delivery thereof or further act. The repayment of the Notes and the amounts owed under the Reimbursement Agreements are also secured by the security interest granted to the Trustee by each Borrower under each Loan Agreement.

(b) The Authority hereby assigns to the Trustee, for the benefit of the Holders from time to time of the Notes and the Banks, all of the Payments (except any money received to be used for the payment of Administrative Fees and Expenses) and other amounts pledged and referenced in paragraph (a) of this Section and all of the right, title and interest of the Authority in, to and under the Loan Agreements (except for the Retained Rights). The Trustee shall be entitled to and shall receive all of such assigned Payments, and any such Payments collected or received by the Authority shall be deemed to be held, and to have been collected or received, by the Authority as the agent of the Trustee and shall forthwith be paid by the Authority to the Trustee. The Trustee also shall be entitled to and shall (subject to the provisions of this Indenture) take all steps, actions and proceedings following any event of default under the Loan Agreements reasonably necessary in its judgment, or as directed in writing by the majority of Holders, subject to Section 11.06, to enforce, either jointly with the Authority or separately, all of the rights of the Authority assigned to the Trustee and all of the obligations of the Borrowers under the Loan Agreements and the MOU.

(c) The Borrowers shall take all actions necessary for the Trustee to collect directly from the Controller the amounts set forth in their respective Intercept Notices on such dates set forth in such Intercept Notices. Under Education Code Section 17199.4(c)(2)(c), the Trustee will be identified in the Intercept Notices as the Trustee, for the benefit of the Holders of

the Notes and the Banks, and shall be entitled to and shall receive all payments under the Intercept Notices on behalf of the Holders of the Notes.

(d) All Payments shall be promptly deposited by the Trustee upon receipt thereof in a special fund designated as the “Revenue Fund” which the Trustee is hereby directed to establish, maintain and hold in trust. Within the Revenue Fund, the Trustee shall establish a Letter of Credit Account for each Series of Notes, to be designated the “Series 2021A-1 Letter of Credit Account,” the “Series 2021A-2 Letter of Credit Account,” the “Series 2021B-1 Letter of Credit Account,” and the “Series 2021B-2 Letter of Credit Account.” For accounting purposes, the Trustee may establish within the Revenue Fund one or more Interest Accounts (each, an “Interest Account”) and Principal Accounts (each, a “Principal Account”) with respect to the Notes. All Payments shall be held in trust for the benefit of the Holders from time to time of the related Series of Notes and the Banks but shall nevertheless be disbursed, allocated and applied solely for the uses and purposes hereinafter in this Article V set forth.

(e) The Notes are not and shall not be deemed to constitute a debt or liability of the State, or any political subdivision thereof, and are not and shall not be deemed to be a pledge of the faith and credit of the State, or any political subdivision thereof, other than the Authority, which shall only be obligated to pay the Notes solely from the Payments and funds herein provided therefor. The issuance of the Notes shall not directly or indirectly or contingently obligate the State or any political subdivision thereof to levy or to pledge any form of taxation whatever for the Notes or to make any appropriation for their payment. Nothing in this Indenture, the Act or otherwise is an undertaking by the Authority or the State or any political subdivision thereof to fund the transfers described in the Intercept Notice or to funds available to the Borrowers in any amount or at any time.

SECTION 5.02. Allocation of Revenues.

(a) In accordance with Section 5.09, on the day before the Maturity Date the Trustee shall draw under the Letters of Credit, in accordance with the terms thereof, amounts sufficient to pay the principal of and interest on the Notes and shall deposit the proceeds of such drawings under each of the Letters of Credit into the Letter of Credit Account related to each Letter of Credit. On the Maturity Date the Trustee shall apply the amounts held in the Letter of Credit Accounts to repay the Notes of the related Series and, to the extent that amounts in Letter of Credit Accounts are insufficient to pay the principal and interest on the related Series of Notes, the Trustee shall apply amounts in the Revenue Fund to the repayment of the principal and interest of the Notes on the Maturity Date. To the extent that the Banks honor drawings under the Letters of Credit on the Maturity Date, the Trustee shall apply the amounts in the Revenue Fund to reimburse the Banks for amounts drawn under the Letters of Credit and payment of all other amounts owing under the Reimbursement Agreements including, as and to the extent provided in subsections (c) and (d) below.

(b) On the Maturity Date the Trustee shall transfer from the Revenue Fund and deposit into the following respective accounts, the following amounts, in the following order of priority, the requirements of each such account or fund (including the making up of any deficiencies in any such account resulting from lack of Payments sufficient to make any earlier

required deposit) at the time of deposit to be satisfied before any transfer is made to any account or fund subsequent in priority:

(1) To the Interest Account, the aggregate amount of interest becoming due and payable as interest on the Notes on the Maturity Date on all Notes then Outstanding, until the balance in said account is equal to said aggregate amount of interest; and

(2) To the Principal Account, the aggregate amount of principal becoming due and payable as principal of the Notes on the Maturity Date, until the balance in said Principal Account is equal to said aggregate amount of such principal.

(c) On or before the Release Date, the Trustee shall have determined the extent of any deficiencies in the Revenue Fund resulting from lack of Payments sufficient to make the required reimbursement to the Banks on the Maturity Date, and to the extent of such deficiency, shall draw amounts in the Credit Enhancement Fee Fund for the purpose of making up any deficiency in the Revenue Fund, the Interest Account or the Principal Account, each as allocable to the Notes, that exists on the Maturity Date.

(d) On the day before the Maturity Date, the Trustee shall determine the extent of any deficiencies in the Revenue Fund resulting from lack of Payments allocable to the Series 2021A Notes sufficient to make the required reimbursement to the Banks on the Maturity Date, and to the extent of such deficiency, shall draw amounts in the Grant-Funded Reserve Account for the purpose of making up any deficiency in the Revenue Fund, the Interest Account or the Principal Account, each as allocable to the Series 2021A Notes, that exists on the Maturity Date.

(e) Moneys remaining in the Revenue Fund after the foregoing transfers shall be transferred on the first Business Day after the Maturity Date by the Trustee to the applicable Borrowers in the amounts instructed by the Authority free and clear of the lien of this Indenture.

SECTION 5.03. Application of Interest Account. All amounts in the Interest Account shall be used and withdrawn by the Trustee solely for the purpose of paying interest on the related Series of Notes as it shall become due and payable (including accrued interest on any Notes purchased prior to maturity pursuant to this Indenture).

SECTION 5.04. Application of Principal Account. (a) All amounts in the Principal Account shall be used and withdrawn by the Trustee solely for the purpose of paying the principal of the related Series of Notes, as provided herein.

SECTION 5.05. Application of Reserve Account. (a) The Trustee shall establish, maintain and hold in trust a separate fund designated as the “Reserve Fund” and within the Reserve Fund, the Trustee shall establish and maintain the “Grant-Funded Reserve Account.” All amounts in the Grant-Funded Reserve Account shall be used and withdrawn by the Trustee, solely for the purpose of making up any deficiency in the Revenue Fund, the Interest Account or the Principal Account, each as allocable to the Series 2021A Notes, that exists on the Maturity Date.

(b) The Trustee shall notify the Authority immediately of any withdrawal from the Grant Funded Reserve Account for the purpose of making up a deficiency in the Revenue Fund, the Interest Account or the Principal Account each allocable to the Series 2021A Notes, which notice shall specify the amount of such withdrawal from the Grant-Funded Reserve Account.

(c) Immediately following the date on which no Series 2021A Notes are Outstanding hereunder, the Trustee shall transfer to the Authority any amounts remaining on deposit in the Grant-Funded Reserve Account. Thereafter the Trustee shall close the Grant-Funded Reserve Account.

SECTION 5.06. Application of Credit Enhancement Fee Fund. (a) The Trustee shall establish, maintain and hold in trust a separate fund designated as the “Credit Enhancement Fee Fund.” All amounts in the Credit Enhancement Fee Fund shall be used and withdrawn by the Trustee, solely for the purpose of making up any deficiency in the Revenue Fund, the Interest Account or the Principal Account with respect to the Series 2021B Notes and, once the amounts in the Grant-Funded Reserve have all been applied to make up deficiencies in the Revenue Fund, the Interest Account and the Principal Account with respect to the Series 2021A Notes, with respect to the Series 2021A Notes that exists on the date when monies on deposit in the Revenue Fund, Interest Account or the Principal Account are required to be applied, as provided in [Section 5.01-Sections 5.03 and 5.04 hereof], or (together with any other moneys available therefor) for the payment of all Notes then Outstanding

(b) The Trustee shall notify the Authority immediately of any withdrawal from the Credit Enhancement Fee Fund for the purpose of making up a deficiency in the Revenue Fund, the Interest Account or the Principal Account, which notice shall specify the amount of such withdrawal from the Credit Enhancement Fee Fund.

(c) On the earlier of the Release Date or immediately following the date on which no Notes are Outstanding hereunder and all amounts owing under the Reimbursement Agreements are repaid in full, the Trustee shall transfer any amounts remaining on deposit in the Credit Enhancement Fee Fund (a) first, the Grant-Funded Reserve Fund, in the amount of any withdrawals therefrom and (b) then, the remaining amounts to Borrowers who are not in default under the Loan Agreement in the amounts instructed by the Authority based on such Borrower’s proportionate share. Thereafter the Trustee shall close the Credit Enhancement Fee Fund.

SECTION 5.07. Working Capital Fund.

(a) The Trustee shall establish, maintain and hold in trust a separate fund designated as the “Working Capital Fund” and within the Working Capital Fund, an Escrow Account.

(b) [The moneys in the Working Capital Fund (other than in the Escrow Account) shall be disbursed pursuant to Requisitions of each Borrower, which shall be substantially in the form of Exhibit B hereof, subject to satisfaction of the conditions to disbursement in subsection (c) below, pursuant to individual requisitions. The remainder of net Note Proceeds will be deposited into an Escrow Account and held until the Release Date. The

amounts each Borrower may receive by Requisition and the date on which such amount may be disbursed to each Borrower is set forth Exhibit D hereto. Each such Requisition shall be sufficient evidence to the Trustee of the facts stated therein and the Trustee shall have no duty to confirm the accuracy of such facts.

(c) Conditions precedent to each disbursement to a Borrower of moneys in the Working Capital Fund are as follows:

(i) no Event of Default has occurred under the applicable Loan Agreement;

(ii) the Borrower's representations and warranties under the applicable Loan Agreement remain true and correct; and

(iii) [satisfactory evidence that each of the Borrower's charter schools remains eligible to receive the Deferred Payment from the State that is the basis for the Requisition in question. [The Banks and the Authority will work together to develop a process to provide such evidence based upon information to be available to the Authority regarding the status of each charter school.]]

(d) Upon satisfaction of [certain conditions] as of the Release Date, amounts on deposit in the Escrow Account will be released and transferred to the Working Capital Fund and available for requisition by each Borrower in the amounts on the dates set forth in Exhibit D.

(e) Any amounts remaining in the Working Capital Fund five Business Days prior to the Maturity Date shall be transferred to the Revenue Fund for payment of principal of the Notes. Upon such transfer, the Working Capital Fund shall be closed.

SECTION 5.08. Establishment and Application of Costs of Issuance Fund. The Trustee shall establish, maintain and hold in trust a separate fund designated as the "Costs of Issuance Fund." The allocation of the total amount of Costs of Issuance that each Borrower shall be responsible for is set forth in Exhibit C hereof. Moneys deposited in said fund shall be used and withdrawn by the Trustee to pay the Costs of Issuance of the Notes upon Requisition of the Authority identifying the person to whom payment is to be made, the amount to be paid, the purpose for which the obligation was incurred and that such payment is a proper charge against said fund, and including a copy of the invoice or statement evidencing the costs incurred. On the one hundred eightieth (180th) day following the initial issuance of the Notes, or upon the earlier Request of the Authority, amounts, if any, remaining in the Costs of Issuance Fund shall be transferred to the Revenue Fund.

SECTION 5.09. Letters of Credit.

(a) On or before 3:00 P.M., California time, on the Business Day preceding the Maturity Date, the Trustee shall by telex, telecopy or telegraphic demand, draw on the Letters of Credit in accordance with the terms thereof so as to receive thereunder by 9:00 A.M., California time, on the Maturity Date, an amount, in immediately available funds, sufficient to enable the Trustee to pay principal of and interest payable, respectively, on the Series 2021 A-1 Notes, the Series 2021A-2 Notes, the Series 2021 B-1 Notes and Series 2021B-2 Notes on the

Maturity Date. The proceeds of such draw shall be deposited in the Series 2021A-1 Letter of Credit Account, the Series 2021A-2 Letter of Credit Account, the Series 2021B-1 Letter of Credit Account, and the Series 2021B-2 Letter of Credit Account, respectively, of the Revenue Fund.

(b) The Trustee shall not sell, assign or otherwise transfer the Letter of Credit, except to a successor Trustee hereunder and in accordance with the terms of the Letter of Credit and this Indenture. The Trustee shall not require any indemnification from the Authority or the Borrowers as a precondition of submitting a drawing on the Letter of Credit.

SECTION 5.10. Investment of Moneys in Funds and Accounts. All moneys in any of the funds and accounts established pursuant to this Indenture, except the Grant-Funded Reserve Account, shall be invested by the Trustee solely in such Eligible Securities as are specified in a Request of the Authority, provided, however, that, if the Authority does not file such a Request with the Trustee, the Trustee shall invest to the extent practicable in investments described in clause (7) of the definition of the term “Eligible Securities” in Section 1.01 of this Indenture; provided, however, that any such investment shall be made by the Trustee only if, prior to the date on which such investment is to be made, the Trustee shall have received a Request of the Authority specifying a specific money market fund and, if no such Request of the Authority is so received, the Trustee shall hold such moneys uninvested.

All moneys in the Grant-Funded Reserve Account shall be invested by the Trustee solely in such Grant-Funded Reserve Eligible Securities as are specified in a Request of the Authority, provided, however, that, if the Authority does not file such a Request with the Trustee, the Trustee shall invest to the extent practicable in investments described in clause five (5) of the definition of the term “Grant-Funded Reserve Eligible Securities” in Section 1.01 of this Indenture; provided, however, that any such investment shall be made by the Trustee only if, prior to the date on which such investment is to be made, the Trustee shall have received a Request of the Authority specifying a specific money market fund and, if no such Request of the Authority is so received, the Trustee shall hold such moneys uninvested.

All interest, profits and other income received from the investment of moneys shall be deposited in the Revenue Fund; provided, however, all interest, profits and other income received from the investment of moneys in the Grant-Funded Reserve Account shall remain in such Subaccount.

Investments in any and all funds and accounts established pursuant to this Indenture may be commingled for purposes of making, holding and disposing of investments, notwithstanding provisions herein for transfer to or holding in a particular fund amounts received or held by the Trustee hereunder, provided that the Trustee shall at all times account for such investments strictly in accordance with the particular funds to which they are credited and otherwise as provided in this Indenture. The Trustee may act as principal or agent in the making or disposing of any investment. To the extent Eligible Securities are registrable, such investments shall be registered in the name of the Trustee. The Trustee may sell or present for redemption, any securities so purchased whenever it shall be necessary to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the fund or account to which such securities

are credited, and the Trustee shall not be liable or responsible for any loss resulting from such investment. The Trustee shall have no investment discretion.

The Trustee is hereby authorized, in making or disposing of any investment permitted by this Section, to deal with itself (in its individual capacity) or with any one or more of its affiliates, whether it or such affiliate is acting as an agent of the Trustee or for any third person or dealing as principal for its own account.

SECTION 5.11. Amounts Remaining in Funds and Accounts. Any amounts remaining in the Revenue Fund or any other fund or account established hereunder (other than the Grant-Funded Reserve Account) after payment in full of the Notes (or after provision for payment thereof as provided herein), payment of all amounts owing under [and allocable to] the Reimbursement Agreements, and payment of the fees, charges and expenses of the Trustee and the Authority, shall belong and be paid to the Authority by the Trustee. Any amounts remaining in the Grant-Funded Reserve Account after payment in full of the Series 2021A Notes (or after provision for payment thereof as provided herein), payment of all amounts owing under [and allocable to] the Reimbursement Agreements, and payment of the fees, charges and expenses of the Trustee and the Authority, shall belong and be paid to the Authority by the Trustee.

ARTICLE VI

COVENANTS

SECTION 6.01. Punctual Payment. The Authority shall punctually pay, but only out of Payments and pledged funds as herein provided, the principal and interest to become due in respect of every Note issued hereunder at the time and place and in the manner provided herein and in the Notes, according to the true intent and meaning thereof.

SECTION 6.02. Extension of Payment of Notes. The Authority shall not directly or indirectly extend or assent to the extension of the maturity of any of the Notes or the time of payment of any of the claims for interest by the purchase or funding of such Notes or claims for interest or by any other arrangement except with the written consent of the Noteholders and, if the maturity of any of the Notes or the time of payment of any such claims for interest shall be extended without the written consent of the Noteholders, such Notes or claims for interest shall not be entitled, in case of any default hereunder, to the benefits of this Indenture, except subject to the prior payment in full of the principal of all of the Notes then Outstanding and of all claims for interest thereon which shall not have been so extended. Nothing in this Section shall be deemed to limit the right of the Authority to issue Notes for the purpose of refunding any Outstanding Notes, and such issuance shall not be deemed to constitute an extension of maturity of Notes.

SECTION 6.03. Encumbrance Upon Payments. The Authority shall not create, or permit the creation of, any pledge, lien, charge or other encumbrance upon the Payments and other assets pledged or assigned under this Indenture while any of the Notes are Outstanding, except the pledge and assignment created by this Indenture. Subject to this limitation, the Authority expressly reserves the right to enter into one or more other indentures for any of its

corporate purposes, including other programs under the Act, and reserves the right to issue other obligations for such purposes.

SECTION 6.04. Power to Issue Notes and Make Pledge and Assignment. The Authority is duly authorized pursuant to law to issue the Notes and to enter into this Indenture and to pledge and assign the Payments (except Payments described in clause (i) of the definition thereof) and other assets purported to be pledged and assigned, respectively, under this Indenture in the manner and to the extent provided in this Indenture. The Notes and the provisions of this Indenture are and will be the valid and binding limited obligations of the Authority, and the Authority and Trustee shall at all times, to the extent permitted by law and subject to the provisions of this Indenture, defend, preserve and protect said pledge and assignment of Payments (except Payments described in clause (i) of the definition thereof) and other assets and all the rights of the Noteholders under this Indenture against all claims and demands of all persons whomsoever.

SECTION 6.05. Accounting Records and Financial Statements. The Trustee shall at all times keep, or cause to be kept, proper books of record and account, prepared in accordance with the Trustee's accounting practices for books of record and account relating to similar trust accounts and in accordance with the customary standards of the corporate trust industry for such books of record and account, in which complete and accurate entries shall be made of all transactions made by it relating to the proceeds of Notes, the Payments, the Loan Agreements and all funds and accounts established pursuant to this Indenture. Such books of record and account shall be available for inspection by the Authority, the Borrowers and any Noteholder, or his agent or representative duly authorized in writing, at reasonable hours, upon reasonable notice and under reasonable circumstances.

SECTION 6.06. Other Covenants; Amendment of the Loan Agreements. (a) Subject to the provisions of this Indenture, the Trustee shall promptly collect all amounts due pursuant to the Loan Agreements and, upon an Event of Default, diligently enforce and take all steps, actions and proceedings reasonably necessary for the enforcement of all of the rights of the Authority and the Trustee under the Loan Agreements assigned to it pursuant to Section 5.01(b) hereof.

(b) The Authority shall not amend, modify or terminate any of the terms of any Loan Agreement, or consent to any such amendment, modification or termination, without the prior written consent of the Trustee. The Trustee shall give such written consent if but only if (1) it has received a written representation from the affected Borrowers to the effect that such amendment or modification will not materially and adversely affect the interests of the Holders of the Notes; provided that, if an Event of Default described in paragraph (a), (b) or (c) of Section 7.01 has occurred and is continuing, the Trustee rather than the affected Borrowers shall make a determination that such amendment or modification will not materially and adversely affect the interests of the Holders of the Notes (provided that, in making such determination, the Trustee may conclusively rely on written representations of financial consultants or advisors or the opinion or advice of counsel), or (2) the Holders of a majority in aggregate principal amount of the Notes then Outstanding consent in writing to such amendment, modification or termination, provided that no such amendment, modification or termination shall reduce the amount of Loan Repayments payable to the Authority, or extend the time for making such payments, without the written consent of all of the Holders of the Notes then Outstanding.

(c) The Trustee shall promptly collect all amounts due from the Borrowers pursuant to the Loan Agreements, will perform all duties imposed upon it pursuant to the Loan Agreements and, upon an Event of Default, shall diligently enforce, and take all steps, actions and proceedings reasonably necessary for the enforcement of, all of the rights of the Authority (other than the Retained Rights) and all of the obligations of the Borrowers under the Loan Agreements, subject to all rights and protections contained in this Agreement.

SECTION 6.07. Further Assurances. The Authority will make, execute and deliver any and all such further indentures, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Indenture and for the better assuring and confirming unto the Holders of the Notes of the rights and benefits provided in this Indenture.

SECTION 6.08. Intercept Covenants. The Trustee shall, on each ____ and ____, and on any date which a transfer from the Controller to the Trustee is scheduled pursuant to any Intercept Notice, notify the Authority and the affected Borrower of any shortfall in amounts received by the Trustee from the Controller compared to the amounts set forth in any Intercept Notice for such date. If, subsequent to any shortfall for which the Trustee has sent notice pursuant to the preceding sentence, the Trustee shall receive payment of amounts sufficient to cure such shortfall, the Trustee shall, within ten (10) Business Days thereof, notify the Authority and the affected Borrower of the receipt of such payment, such payment to be allocated to reimburse accounts herein and/or the respective Bank as directed by the Authority.

SECTION 6.01. Secondary Market Event Disclosure. The Authority hereby covenants and agrees to comply with the continuing disclosure requirements for the Notes as promulgated under Rule 15c2-12, as it may from time to time hereafter be amended or supplemented, including without limitation complying with all of its obligations under the Continuing Disclosure Certificate. Notwithstanding any other provision of this Indenture, failure of the Authority to comply with the requirements of Rule 15c2-12 applicable to the Notes, as it may from time to time hereafter be amended or supplemented, shall not be considered an Event of Default hereunder or under any Loan Agreement; provided that any owner or beneficial owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Authority to comply with its obligations pursuant to this Section 6.01.

ARTICLE VII

EVENTS OF DEFAULT; REMEDIES ON DEFAULT

SECTION 7.01. Events of Default; Waiver of Default. If one or more of the following events ("Events of Default") shall happen, that is to say-

(a) if default shall be made by the Authority in the due and punctual payment of the principal of any Note as the same shall become due and payable (whether at maturity, by declaration or otherwise);

(b) if default shall be made by the Authority in the due and punctual payment of interest on any Note when and as such interest shall become due and payable; or

(c) receipt by the Trustee of written notice from a Bank that an Event of Default has occurred under a Reimbursement Agreement between such Bank and the Authority; or

(d) if default shall be made by the Authority in the performance or observance of any other of the covenants, agreements or conditions on its part in this Indenture or in the Notes contained, and such default shall have continued for a period of sixty (60) days after written notice thereof, specifying such default and requiring the same to be remedied, shall have been given to the Authority by the Trustee, or to the Authority, the Borrowers, and the Trustee by the Holders of not less than a majority in aggregate principal amount of the Notes at the time Outstanding, except that, in each case, if such failure can be remedied but not within such 60-day period, such failure shall not become an Event of Default for so long as the Authority shall diligently proceed to remedy the same;

then and in each and every such case during the continuance of such Event of Default, the provisions of Section 7.02 shall apply.

SECTION 7.02. Institution of Legal Proceedings by Trustee. (a) If one or more of the Events of Default shall occur, the Trustee in its discretion may, and upon the written request of the Holders of a majority in principal amount of the Notes then Outstanding, subject to Section 11.06, and upon being indemnified to its satisfaction therefor, the Trustee shall proceed to protect or enforce its rights or the rights of the holders of Notes and the Banks under this Indenture and the Loan Agreements, by a suit in equity or action at law, either for the specific performance of any covenant or agreement contained herein or therein, or in aid of the execution of any power herein or therein granted, or by mandamus or other appropriate proceeding for the enforcement of any other legal or equitable remedy as the Trustee shall deem most effectual in support of any of its rights or duties hereunder, including the rights of the Authority and the Trustee under the MOU, provided that any such request from the Noteholders shall not be in conflict with any rule of law or with this Indenture, expose the Trustee to personal liability or be unduly prejudicial to Noteholders not joining therein.

(b) Notwithstanding anything to the contrary in this Indenture, the Authority shall have no obligation to, and instead the Trustee may, without further direction from the Authority, take any and all steps, actions and proceedings, to enforce any or all rights of the Authority (other than those specifically retained by the Authority pursuant to Section 5.01 of this Indenture) under this Indenture, the Loan Agreements or the MOU, including, without limitation, the rights to enforce the remedies upon the occurrence and continuation of an Event of Default and the obligations of the Borrowers under the Loan Agreements.

SECTION 7.03. Application of Moneys Collected by Trustee. Any moneys collected by the Trustee pursuant to Section 7.02 hereof and any other amounts then held by the Trustee under this Indenture, shall be applied in the following order, at the date or dates fixed by the Trustee and, in the case of distribution of such moneys on account of principal upon presentation

of the Notes, and stamping thereon the payment, if only partially paid, and upon surrender thereof, if fully paid:

First: To the payment of costs and expenses of collection and reasonable compensation to the Trustee for its own services and for the services of counsel, agents and employees by it properly engaged and employed, and all other expenses and liabilities incurred, and for advances, together with interest on such advances at a rate per annum equal to the Note yield plus two percent, made pursuant to the provisions of this Indenture.

Second: In case the principal of any of the Notes shall have become due and paid with amounts drawn under the Letters of Credit; such amounts collected by the Trustee shall be used to pay amounts owing under the Reimbursement Agreements ratably to the Banks without discrimination or preference on a *pro rata* basis. In the event that a Bank wrongfully dishonors a drawing under a Letter of Credit, the Trustee shall apply the portion of the amounts collected allocable to the Series of Notes supported by the Letter of Credit with respect to which the wrongful dishonor has occurred to the payment of the principal and interest on such Notes supported by such dishonored Letter of Credit, in every instance such payment to be made ratably to the persons entitled thereto without discrimination or preference.

Whenever moneys are to be applied pursuant to the provision of this Section, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future or as otherwise directed by the Banks. Whenever the Trustee shall apply such funds, it shall fix the date (which shall be the Maturity Date unless the Trustee shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal and past-due interest to be paid on such date shall cease to accrue.

Whenever all principal of and interest on all Notes have been paid under the provisions of this Section and all fees, expenses and charges of the Trustee (including without limitation those of its attorneys) have been paid, and all amounts owing under the Reimbursement Agreements any balance remaining in the funds and accounts hereunder shall be paid to the Authority.

SECTION 7.04. Effect of Delay or Omission to Pursue Remedy. No delay or omission of the Trustee or of any Holder of Notes to exercise any right or power arising from any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every power and remedy given by this Article VII to the Trustee or to the Holders of Notes may be exercised from time to time, and as often as shall be deemed expedient. In case the Trustee shall have proceeded to enforce any right under this Indenture, and such proceedings shall have been discontinued or abandoned because of waiver or for any other reason, or shall have been determined adversely to the Trustee, then and in every such case the Authority and the Trustee, and the Holders of the Notes, severally and respectively, shall be restored to their former positions and rights hereunder in respect to the trust estate; and all remedies, rights and powers of the Authority, the Trustee and the Holders of the Notes shall continue as though no such proceedings had been taken.

SECTION 7.05. Remedies Cumulative. No remedy herein conferred upon or reserved to the Trustee or to any Holder of the Notes is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

SECTION 7.06. Covenant to Pay Notes in Event of Default. The Authority covenants that, upon the happening of any Event of Default, the Authority will pay, but only out of Payments, to the Trustee, upon demand, for the benefit of the Holders of the Notes, subject to Section 11.06, the whole amount then due and payable thereon (by declaration or otherwise) for interest and principal as the case may be, and all other sums which may be due hereunder or secured hereby, including reasonable compensation to the Trustee and its agents and counsel and any expenses or liabilities incurred by the Trustee hereunder and, its agents and counsel. In case the Authority shall fail to pay the same forthwith upon such demand, the Trustee, in its own name and as trustee of an express trust, shall be entitled to institute proceedings at law or in equity in any court of competent jurisdiction to recover judgment for the whole amount due and unpaid, together with costs and reasonable attorneys' fees, subject, however, to the condition that such judgment, if any, shall be limited to, and payable solely out of, Payments as herein provided and not otherwise. The Trustee shall be entitled to recover such judgment as aforesaid, either before or after or during the pendency of any proceedings for the enforcement of this Indenture, and the right of the Trustee to recover such judgment shall not be affected by the exercise of any other right, power or remedy for the enforcement of the provisions of this Indenture.

SECTION 7.07. Trustee Appointed Agent for Noteholders. The Trustee is hereby appointed the agent and attorney-in-fact of the Holders of all Notes Outstanding hereunder for the purpose of filing any claims relating to the Notes.

SECTION 7.08. Power of Trustee to Control Proceedings. Subject to Section 7.09 hereof, in the event that the Trustee, upon the happening of an Event of Default, shall have taken some action, by judicial proceedings or otherwise, pursuant to its duties hereunder, whether upon its own discretion or upon the request of the Holders of a majority in aggregate principal amount of the [respective series or tranche of Notes] then Outstanding, subject to Section 11.06, it shall have full power, in the exercise of its discretion for the best interests of such Holders of the Notes, with respect to the continuance, discontinuance, withdrawal, compromise, settlement or other disposal of such action; provided, however, that the Trustee shall not, unless there no longer continues an Event of Default hereunder, discontinue, withdraw, compromise or settle, or otherwise dispose of any litigation pending at law or in equity, if at the time there has been filed with it a written request signed by the Holders of at least a majority in aggregate principal amount of the [respective series or tranche of Notes] Outstanding hereunder, subject to Section 11.06, opposing such discontinuance, withdrawal, compromise, settlement or other disposal of such litigation.

SECTION 7.09. Limitation on Noteholders' Right to Sue. Notwithstanding any other provision hereof, no Holder of any Note issued hereunder shall have the right to institute any suit, action or proceeding at law or in equity, for any remedy under or upon this Indenture or the Loan Agreements, unless (a) such Holder shall have previously given to the Trustee written notice of the occurrence of an Event of Default hereunder; (b) the Holders of at least a majority in aggregate principal amount of all the Notes then Outstanding shall have made written request

upon the Trustee to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name; (c) said Holders [of the respective series or tranche of Notes] shall have tendered to the Trustee indemnity satisfactory to the Trustee against the costs, expenses and liabilities to be incurred in compliance with such request; and (d) the Trustee shall have refused or omitted to comply with such request for a period of sixty (60) days after such written request shall have been received by, and said tender of indemnity shall have been made to, the Trustee.

Such notification, request, tender of indemnity and refusal or omission are hereby declared, in every case, to be conditions precedent to the exercise by any Holder of Notes of any remedy hereunder; it being understood and intended that no one or more Holders of Notes shall have any right in any manner whatever by his or their action to enforce any right under this Indenture, except in the manner herein provided, and that all proceedings at law or in equity to enforce any provision of this Indenture shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all Holders of the Outstanding Notes.

The right of the Banks to receive payment of amounts owed under the Reimbursement Agreements and of any Holder of any Note to receive payment of the principal of and interest on such Note out of Payments and the funds pledged herein, as herein provided, on and after the respective due dates expressed in such Reimbursement Agreements and Notes, or to institute suit for the enforcement of any such payment on or after such respective dates, shall not be impaired or affected without the consent of the effected Bank or such Holder, notwithstanding the foregoing provisions of this Section or Section 7.08 of this Indenture or any other provision of this Indenture.

SECTION 7.10. Authority Retained Rights. Nothing in this Article shall limit in any respect the right of the Authority to enforce or waive any of its Retained Rights under the Loan Agreements.

ARTICLE VIII

THE TRUSTEE

SECTION 8.01. Duties, Immunities and Liabilities of Trustee. (a) The Trustee shall, prior to an Event of Default, and after the curing of all Events of Default which may have occurred, perform such duties and only such duties as are specifically set forth in this Indenture. The Trustee shall, during the existence of any Event of Default which has not been cured and no implied duties (including fiduciary duties) shall be imposed on the Trustee, exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs.

(b) The Authority may remove the Trustee at any time unless an Event of Default shall have occurred and then be continuing (unless an Event of Default shall have occurred and then be continuing) or at any time by an instrument or concurrent instruments in writing signed by the Holders of not less than a majority in aggregate principal amount of the Notes then Outstanding (or their attorneys duly authorized in writing) or if at any time the Trustee shall cease to be eligible in accordance with subsection (e) of this Section, or shall

become incapable of acting, or shall be adjudged a bankrupt or insolvent, or a receiver of the Trustee or its property shall be appointed, or any public officer shall take control or charge of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation, in each case by giving written notice of such removal to the Trustee and the Banks, and thereupon shall appoint, with the written consent of the Banks (such consent required so long as such Bank is not in default of its obligation to honor a draw on its Letters of Credit), a successor Trustee by an instrument in writing.

(c) The Trustee may at any time resign by giving written notice of such resignation to the Authority and the Banks, and by giving the Noteholders notice of such resignation by mail at the addresses shown on the Note registration books maintained by the Trustee. Upon receiving such notice of resignation, the Authority shall appoint, with the written consent of the Banks (such consent required so long as such Bank is not in default of its obligation to honor a draw on its Letters of Credit), a successor Trustee by an instrument in writing shall be appointed by the Authority.

(d) Any removal or resignation of the Trustee and appointment of a successor Trustee shall become effective upon acceptance of appointment by the successor Trustee. If no successor Trustee shall have been appointed and have accepted appointment within forty-five (45) days of giving notice of removal or notice of resignation as aforesaid, the resigning Trustee, a Bank or any Noteholder (on behalf of himself and all other Noteholders) may petition any court of competent jurisdiction for the appointment of a successor Trustee, and such court may thereupon, after such notice (if any) as it may deem proper, appoint such successor Trustee. Any successor Trustee appointed under this Indenture shall signify its acceptance of such appointment by executing and delivering to the Authority and to its predecessor Trustee a written acceptance thereof, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become vested with all the moneys, estates, properties, rights, powers, trusts, duties and obligations of such predecessor Trustee, with like effect as if originally named Trustee herein; but, nevertheless at the Request of the Authority or the request of the successor Trustee, such predecessor Trustee shall execute and deliver any and all instruments of conveyance or further assurance and do such other things as may reasonably be required for more fully and certainly vesting in and conveying to such successor Trustee all the right, title and interest of such predecessor Trustee in and to any property held by it under this Indenture and shall pay over, transfer, assign and deliver to the successor Trustee any money or other property subject to the trusts and conditions herein set forth. Upon request of the successor Trustee, the Authority shall execute and deliver any and all instruments as may be reasonably required for more fully and certainly vesting in and confirming to such successor Trustee all such moneys, estates, properties, rights, powers, trusts, duties and obligations. Upon acceptance of appointment by a successor Trustee as provided in this subsection, the Authority shall mail a notice of the succession of such Trustee to the trusts hereunder to the Noteholders at the addresses shown on the Note registration books maintained by the Trustee. If the Authority fails to mail such notice within thirty (30) days after acceptance of appointment by the successor Trustee, the successor Trustee shall cause such notice to be mailed at the expense of the Authority.

(e) Any Trustee appointed under the provisions of this Indenture shall be a national banking association, a trust institution or banking institution having trust powers, doing

business and having a principal corporate trust office in California or, if it shall not have a principal corporate trust office in California, having the power under California law to perform all the duties of the Trustee hereunder as evidenced by an opinion of its counsel, having, or if it is a member of a bank holding company system its parent shall have, a combined capital (exclusive of borrowed capital) and surplus of at least \$50,000,000 and subject to supervision or examination by State or federal authorities. In case at any time the Trustee shall cease to be eligible in accordance with the provisions of this subsection (e), the Trustee shall resign immediately in the manner and with the effect specified in this Section.

(f) Upon the occurrence and continuance of an Event of Default, before taking any action which may subject the Trustee to liability under any Environmental Law, the Trustee may require that a satisfactory indemnity or environmental impairment insurance be furnished for the payment or reimbursement of all expenses to which it may be put and to protect it against all liability resulting from any claims, judgments, damages, losses, penalties, fines, liabilities (including strict liability) and expenses which may result from such action. The term “Environmental Laws” shall mean all federal, state and local environmental, land use, zoning, health, chemical use, safety and sanitation laws, statutes, ordinances and codes relating to the protection of the environment or governing the use, storage, treatment, generation, transportation, processing, handling, production or disposal of Hazardous Substances and the rules, regulations, policies, guidelines, interpretations, decisions, orders and directives of federal, state and local governmental agencies and authorities with respect thereto.

SECTION 8.02. Merger or Consolidation. Any company into which any successor Trustee may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the successor Trustee, if any, may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible under subsection (e) of Section 8.01 hereof, shall be the successor to such successor Trustee without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

SECTION 8.03. Rights of Trustee. (a) The recitals of facts herein and in the Notes contained shall be taken as statements of the Authority, and the Trustee does not assume any responsibility for the correctness of the same, or make any representations as to the validity or sufficiency of this Indenture, the Loan Agreements, or the Notes, or incur any responsibility in respect thereof, other than in connection with the duties or obligations herein or in the Notes assigned to or imposed upon it. The Trustee shall, however, be responsible for its representations contained in its certificate of authentication on the Notes. The Trustee shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful misconduct.

(b) The Trustee shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts.

(c) The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Holders of not less than a majority in aggregate principal amount of the Notes at the time Outstanding relating to the time,

method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee under this Indenture. The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty.

(d) The Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request, order or direction of any of the Noteholders pursuant to the provisions of this Indenture unless such Noteholders shall have offered to the Trustee reasonable security or indemnity against the costs, expenses and liabilities which may be incurred therein or thereby.

(e) The Trustee shall not be deemed to have knowledge of any Event of Default other than an Event of Default under Section 7.01(a) or 7.01(b) hereof unless and until a Responsible Officer of the Trustee shall have actual knowledge thereof, or shall have received written notice thereof, at its Principal Corporate Trust Office. Except as otherwise expressly provided herein, the Trustee shall not be bound to ascertain or inquire as to the performance or observance of any of the terms, conditions, covenants or agreements herein or of any of the documents executed in connection with the Notes or as to the existence of an Event of Default hereunder.

(f) No provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of its rights or powers. The Trustee has no obligation or liability to the Noteholders for the payment of interest or principal with respect to the Notes.

(g) The Trustee shall not be bound to ascertain or inquire as to the validity or genuineness of any collateral given to or held by it. The Trustee shall not be responsible for the recording or filing of any document relating to this Indenture or of financing statements (or continuation statements in connection therewith) or of any supplemental instruments or documents of further assurance as may be required by law in order to perfect the security interests in any collateral given to or held by it.

(h) The Trustee shall not be concerned with or accountable to anyone for the subsequent use or application of any moneys which shall be released or withdrawn in accordance with the provisions hereof.

(i) The Trustee agrees to accept and act upon instructions or directions pursuant to this Indenture sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that, the Trustee shall have received an incumbency certificate listing persons designated to give such instructions or directions and containing specimen signatures of such designated persons, which such incumbency certificate shall be amended and replaced whenever a person is to be added or deleted from the listing. If the Borrowers elect to give the Trustee e-mail or facsimile instructions (or instructions by a similar electronic method) and the Trustee in its discretion elects to act upon such instructions, the Trustee's understanding of such instructions shall be deemed controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. Each Borrower agrees to assume all

risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

(j) The Trustee shall not be liable to the parties hereto or deemed in breach or default hereunder if and to the extent its performance hereunder is prevented by reason of force majeure. The term “force majeure” means an occurrence that is beyond the control of the Trustee and could not have been avoided by exercising due care. Force majeure shall include but not be limited to acts of God, terrorism, war, riots, strikes, fire, floods, earthquakes, epidemics or other similar occurrences.

(k) The Trustee may execute any of the trusts or powers hereof and perform the duties required of it hereunder by or through attorneys, agents, affiliates, or receivers, and shall be entitled to advice of counsel concerning all matters of trust and its duty hereunder, and the Trustee shall not be answerable for the acts or omissions of any such attorney, agent, or receiver selected by it with reasonable care.

(l) The Trustee shall have no responsibility or liability with respect to any information, statements or recital in any offering memorandum or other disclosure material prepared or distributed with respect to the issuance of these Notes.

(m) The Trustee shall not be required to review or inspect, and shall not be deemed to have notice of, the contents of any financial statement delivered to the Trustee, it being expressly understood that the Trustee shall only receive and hold such documents as a repository for examination and copying by any Holder at such Holder’s expense during business hours on Business Days with reasonable prior notice.

(n) Whether or not therein expressly so provided, every provision of this Indenture, the Loan Agreements or related documents relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Article.

(o) To the fullest extent permitted by law and notwithstanding anything in this Indenture to the contrary, the Trustee shall not be personally liable for (i) special, consequential or punitive damages, however styled, including, without limitation, lost profits or (ii) the acts or omissions of any nominee, correspondent, clearing agency, or securities depository through which it holds securities or assets.

SECTION 8.04. Right of Trustee to Rely on Documents. The Trustee shall be protected in acting upon any notice, requisition, resolution, request, consent, order, certificate, report, opinion, Note or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Trustee may consult with counsel, who may be counsel of or to the Authority, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

The Trustee shall not be bound to recognize any person as the Holder of a Note unless and until such Note is submitted for inspection, if required, and his title thereto is satisfactorily established, if disputed.

Whenever in the administration of the trusts imposed upon it by this Indenture the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a Certificate of the Authority, and such Certificate shall be full warrant to the Trustee for any action taken or suffered in good faith under the provisions of this Indenture in reliance upon such Certificate, but in its discretion the Trustee may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as it may deem reasonable.

SECTION 8.05. Preservation and Inspection of Documents. All documents received by the Trustee under the provisions of this Indenture shall be retained in its possession and shall be subject at all reasonable times to the inspection of the Authority and any Noteholder, and their agents and representatives duly authorized in writing, at reasonable hours, upon reasonable notice and under reasonable conditions.

SECTION 8.06. Compensation and Indemnification of Trustee. The Authority (solely from Payments received from the Borrowers) shall from time to time, subject to any agreement between the Authority and the Trustee then in force, pay to the Trustee compensation for its services rendered by it in the execution of the trusts hereby created and in the exercise and performance of any of the powers and duties hereunder of the Trustee, which compensation shall not be limited by any provision of law with respect to the compensation of a trustee of an express trust, and the Authority will reimburse the Trustee for all its advances (with interest on such advances at the maximum rate allowed by law) and expenditures, including but not limited to advances to and fees and expenses of independent accountants, counsel (including in-house counsel to the extent not duplicative of other counsel's work) and engineers or other experts employed by it, and reasonably required, in the exercise and performance of its powers and duties hereunder. The Authority covenants and agrees to indemnify the Trustee (solely from Payments received from the Borrowers) against any loss, expense and liability (other than those which are due to the Trustee's negligence or default) which it may incur arising out of or in the exercise and performance of its powers and duties hereunder, including the costs and expenses of defending against any claim of liability. The obligations of the Authority under this Section shall survive resignation or removal of the Trustee hereunder and payment of the Notes and discharge of this Indenture.

ARTICLE IX

MODIFICATION OF INDENTURE

SECTION 9.01. Modification without Consent of Noteholders. Subject to the conditions and restrictions contained in this Indenture, the Authority and the Trustee, from time to time and at any time, may (with the written consent of each Bank, so long as such Bank is not in default of its obligation to honor a draw on the respective Letter of Credit) enter into an indenture or indentures supplemental hereto, which indenture or indentures thereafter shall form a part hereof, including, without limitation, for one or more of the following purposes, provided that the Authority and the Trustee shall have received an Opinion of Note Counsel to the effect that such amendment or modification is permitted by this Indenture:

(a) to add to the covenants and agreements of the Authority contained in this Indenture, other covenants and agreements thereafter to be observed, or to assign or pledge additional security for the Notes, or to surrender any right or power herein reserved to or conferred upon the Authority; provided such amendment or modification will not materially and adversely affect the interests of the Holders of the Notes;

(b) to make such provisions for the purpose of curing any ambiguity, inconsistency or omission, or of curing, correcting or supplementing any defective provision, contained in this Indenture, or in regard to such matters or questions arising under this Indenture as the Authority may deem necessary or desirable and not inconsistent with this Indenture; provided such amendment or modification will not materially and adversely affect the interests of the Holders of the Notes;

(c) to modify, amend or supplement this Indenture or any indenture supplemental hereto in such manner as to permit the qualification hereof or thereof under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect, and, if they so determine, to add to this Indenture or any indenture supplemental hereto such other terms, conditions and provisions as may be permitted by said Trust Indenture Act of 1939, as amended, or similar federal statute; provided such amendment or modification will not materially and adversely affect the interests of the Holders of the Notes;

(d) in connection with an amendment of any agreement permitted by Section 6.06 hereof for the purpose of conforming the terms, conditions and covenants of this Indenture to the corresponding or related provisions of such amended agreement;

(e) to modify or eliminate the book-entry registration system for the Notes; or

(f) to comply with requirements of a Rating Agency in order to obtain or maintain a rating on any Notes.

Any supplemental indenture authorized by the provisions of this Section 9.01 may be executed by the Authority and the Trustee without the consent of the Holders of any of the Notes at the time Outstanding, notwithstanding any of the provisions of Section 9.02 hereof, but the Trustee shall not be obligated to enter into any such supplemental indenture which affects the Trustee's own rights, duties or immunities under this Indenture or otherwise.

The Trustee shall mail an executed copy of a supplemental indenture authorized by this Section 9.01 and any document related thereto or executed in connection therewith to each Borrower and each Rating Agency then rating the Notes promptly after execution by the Authority and the Trustee. The Authority shall mail drafts of any such documents to such parties prior to execution thereof.

SECTION 9.02. Modification with Consent of Noteholders. With the consent of the Holders of not less than a majority in aggregate principal amount of the Notes at the time Outstanding and with the written consent of each Bank, so long as such Bank is not in default of its obligation to honor a draw on the respective Letter of Credit, the Authority and the Trustee may from time to time and at any time, enter into an indenture or indentures supplemental hereto for the purpose of adding any provisions to or changing in any manner or eliminating any of the

provisions of this Indenture or of any supplemental indenture; provided, however, that no such supplemental indenture shall (1) extend the fixed maturity of any Notes or reduce the rate of interest thereon or extend the time of payment of interest, or reduce the amount of the principal thereof or (2) reduce the aforesaid percentage of Holders of Notes whose consent is required for the execution of such supplemental indentures or extend the time of payment or permit the creation of any lien on the Payments or the assets pledged herein prior to or on a parity with the lien of this Indenture or deprive the Holders of the Notes of the lien created by this Indenture upon the Payments or the assets pledged herein, without the consent of the Holders of all of the Notes then Outstanding. Upon the filing with the Trustee of evidence of the consent of Noteholders, as aforesaid, the Trustee shall join with the Authority in the execution of such supplemental indenture unless such supplemental indenture affects the Trustee's own rights, duties or immunities under this Indenture or otherwise, in which case the Trustee may in its discretion, but shall not be obligated to, enter into such supplemental indenture.

It shall not be necessary for the consent of the Noteholders under this Section 9.02 to approve the particular form of any proposed supplemental indenture, but it shall be sufficient if such consent shall approve the substance thereof.

Promptly after the execution by the Authority and the Trustee of any supplemental indenture pursuant to the provisions of this Section, the Authority shall mail a notice to the Trustee setting forth in general terms the substance of such supplemental indenture, and the Trustee, upon receipt of such notice, shall mail such notice to each Borrower and the Noteholders at the addresses shown on the Note registration books maintained by the Trustee, at the expense of the Borrowers. Any failure of the Authority or the Trustee to give such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such supplemental indenture.

The Trustee shall mail an executed copy of such supplemental indenture and any amendment of any Loan Agreement permitted under Section 6.06, hereof, and any supplement or amendment to either Letter of Credit or Reimbursement Agreement (including any expiration, extension, substitution or termination of the Letter of Credit) to each Rating Agency then rating the Notes promptly after execution by the Authority, the Trustee, and in the case of a Loan Agreement, the affected Borrowers. The Authority shall mail drafts of any such documents to such parties prior to execution thereof.

SECTION 9.03. Effect of Supplemental Indenture. Upon the execution of any supplemental indenture pursuant to the provisions of this Article IX this Indenture shall be, and shall be deemed to be, modified and amended in accordance therewith, and the respective rights, duties and obligations under this Indenture of the Authority, the Trustee and all Holders of Outstanding Notes shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such supplemental indenture shall be part of the terms and conditions of this Indenture for any and all purposes.

SECTION 9.04. Opinion of Counsel as to Supplemental Indenture. Subject to the provisions of Section 8.04 of this Indenture and the requirement in Sections 9.01 and 9.02 hereof for an Opinion of Note Counsel, the Trustee and the Authority may receive an Opinion of

Counsel as conclusive evidence that any supplemental indenture executed pursuant to the provisions of this Article IX complies with the requirements of this Article IX and shall have no liability to Holders in excluding any Supplemental Indenture in reliance on an Opinion of Note Counsel.

SECTION 9.05. Notation of Modification on Notes; Preparation of New Notes.

Notes authenticated and delivered after the execution of any supplemental indenture pursuant to the provisions of this Article IX may bear a notation, in form approved by the Authority, as to any matter provided for in such supplemental indenture, and if such supplemental indenture shall so provide, new Notes, so modified as to conform, in the opinion of the Authority, to any modification of this Indenture contained in any such supplemental indenture, may be prepared by the Authority, authenticated by the Trustee and delivered without cost to the Holders of the Notes then Outstanding, upon surrender for cancellation of such Notes, in equal aggregate principal amounts.

ARTICLE X

NOTE DEFEASANCE

SECTION 10.01. Discharge of Liability on Notes. Upon the deposit with the Trustee, in trust, at or before maturity, of money or securities in the necessary amount (as provided in Section 10.02 hereof) to pay any Outstanding Note, whether upon or prior to its maturity, including without limitation any allocable compensation due and owing the Trustee hereunder and all sums payable or which may become payable under the related Reimbursement Agreement, as verified by the related Bank to the Trustee in writing, then all liability of the Authority in respect of such Note shall cease, terminate and be completely discharged, except only that thereafter the Holder thereof shall be entitled to payment of the principal of and interest on such Note, and the Authority shall remain liable for such payment but only out of the money or securities deposited with the Trustee as aforesaid for its payment; provided further, however, that the provisions of Section 10.03 hereof shall apply in all events.

The Notes may at any time be surrendered to the Trustee for cancellation by the Authority or the Borrowers, which may have been acquired in any manner whatsoever, and such Notes, upon such surrender and cancellation, shall be deemed to be paid and retired.

SECTION 10.02. Deposit of Money or Securities with Trustee. Whenever in this Indenture it is provided or permitted that there be deposited with or held in trust by the Trustee money or securities in the amount necessary to pay any Notes, such amount (which may include money or securities held by the Trustee in the funds established pursuant to this Indenture) shall be equal (taking into account income which will accrue from the investment thereof on the date of deposit of such funds but without taking into account any income from the subsequent reinvestment thereof) to the principal amount of such Notes and all unpaid interest thereon to maturity, and shall be:

- (a) lawful money of the United States of America; or

(b) noncallable bonds, bills and bonds issued by the Department of the Treasury (including without limitation (1) obligations issued or held in book-entry form on the books of the Department of the Treasury and (2) the interest component of Resolution Funding Corporation strips for which separation of principal and interest is made by request to the Federal Reserve Bank of New York in book-entry form), United States Treasury Obligations State and Local Government Series and Zero Coupon United States Treasury Bonds;

provided, in each case, that the Trustee shall have been irrevocably instructed (by the terms of this Indenture or by Request of the Borrowers or the Authority) to apply such money to the payment of such principal of and interest on such Notes and provided, further, that the Authority and the Trustee shall have received (i) an Opinion of Note Counsel to the effect that the Notes to be discharged are no longer Outstanding; and (ii) a verification report of a firm of certified public accountants or other financial services firm acceptable to the Trustee verifying that the money or securities so deposited or held together with earnings thereon will be sufficient to make all payments of principal of and interest on the Notes to be discharged to and including their maturity date.

SECTION 10.03. Payment of Notes after Discharge of Indenture. Notwithstanding any provision of this Indenture, and subject to applicable escheat laws, any moneys held by the Trustee in trust for the payment of the principal of or interest on any Notes and remaining unclaimed for one year after the principal of all the Outstanding Notes has become due and payable (whether at maturity or by declaration as provided in this Indenture), if such moneys were so held at such date, or two years after the date of deposit of such moneys if deposited after said date when all of the Notes became due and payable, shall be repaid to the Borrowers free from the trusts created by this Indenture, and all liability of the Trustee with respect to such moneys shall thereupon cease; provided, however, that before the repayment of such moneys to the Borrowers as aforesaid, the Trustee may (at the expense of the Borrowers) first mail to the Holders of Notes which have not yet been paid, at the addresses shown on the registration books maintained by the Trustee, a notice, in such form as may be deemed appropriate by the Trustee, with respect to the Notes so payable and not presented and with respect to the provisions relating to the repayment to the Borrowers of the moneys held for the payment thereof.

ARTICLE XI

MISCELLANEOUS

SECTION 11.01. Liability of Authority Limited to Payments. Principal of and interest on the Notes are payable solely from Payments. Neither the State nor the Authority shall be obligated to pay the Notes or the interest thereon except from certain Payments set forth herein, and neither the faith and credit nor the taxing power of the State or of any political subdivision thereof shall be pledged to the payment of the principal of or the interest on the Notes. The issuance of the Notes shall not directly or indirectly or contingently obligate the State or any political subdivision thereof to levy or to pledge any form of taxation whatever therefor or to make any appropriation for their payment. The Authority shall not be treated or deemed as having incurred any liability hereunder or by reason of or in connection with this Indenture, the Loan Agreements, the Letters of Credit, the Reimbursement Agreements or any of the transactions contemplated by any thereof except to the extent payable from certain Payments

set forth herein or other amounts available therefor under and pursuant to this Indenture. Nevertheless, the Authority may, but shall not be required to, advance for any of the purposes of this Indenture any funds of the Authority which may be made available to it for such purposes.

SECTION 11.02. Successor Is Deemed Included in All References to Predecessor.

Whenever in this Indenture either the Authority, the Trustee or a Bank is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Indenture contained by or on behalf of the Authority, the Trustee or such Bank shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

SECTION 11.03. Limitation of Rights to Parties, Borrowers and Noteholders.

Nothing in this Indenture or in the Notes expressed or implied is intended or shall be construed to give to any person other than the Authority, the Trustee, the Borrowers, the Holders of the Notes and the Banks any legal or equitable right, remedy or claim under or in respect of this Indenture or any covenant, condition or provision therein or herein contained; and all such covenants, conditions and provisions are and shall be held to be for the sole and exclusive benefit of the Authority, the Trustee, the Borrowers, the Holders of the Notes and the Banks.

SECTION 11.04. Waiver of Notice. Whenever in this Indenture the giving of notice by mail or otherwise is required, the giving of such notice may be waived in writing by the person entitled to receive such notice and in any such case the giving or receipt of such notice shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 11.05. Destruction of Notes. Whenever in this Indenture provision is made for the cancellation by the Trustee and the delivery to the Authority of any Notes, the Trustee shall, in lieu of such cancellation and delivery, destroy such Notes (in the presence of an officer of the Authority, if the Authority shall so require) and at the request of the Authority deliver a certificate of such destruction to the Authority.

SECTION 11.06. Bank Deemed Owner; References to Bank. Notwithstanding anything contained herein to the contrary, so long as the respective Bank is not in default of its obligation to honor draws under the related Letter of Credit, such Bank shall at all times be deemed to be the sole and exclusive Holder of the series or tranche of Outstanding Notes supported by such Bank's Letter of Credit, for the purpose of all approvals, consents, waivers, institution of any action and the direction of all remedies. Notwithstanding any provisions contained herein to the contrary, after the expiration or termination of the related Letter of Credit and after all obligations owed to the related Bank pursuant to the related Reimbursement Agreement have been paid in full or discharged, all references to the Bank contained herein shall be null and void and of no further force and effect.

SECTION 11.07. Severability of Invalid Provisions. If any one or more of the provisions contained in this Indenture or in the Notes shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Indenture and such invalidity, illegality or unenforceability shall not affect any other provision of this Indenture, and this Indenture shall be construed as if such invalid or illegal or unenforceable provision had never

been contained herein. The Authority hereby declares that it would have entered into this Indenture and each and every other Section, paragraph, sentence, clause or phrase hereof and authorized the issuance of the Notes pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses or phrases of this Indenture may be held illegal, invalid or unenforceable.

SECTION 11.08. Notices. Unless otherwise provided herein, all notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given (a) if hand delivered or delivered by courier, when delivered to the appropriate notice address, or (b) if mailed by first class mail, postage prepaid, six Business Days after deposit in the United States mail addressed to the appropriate notice address. Any telecopy or other electronic transmission received by any party after 4:00 p.m., local time, as evidenced by the time shown on such transmission, shall be deemed to have been received the following Business Day. The parties listed below may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Any notice required or permitted hereunder shall be directed to the following notice address:

As to the Authority:	California School Finance Authority State Treasurer's Office 304 S. Broadway, Suite 550 Los Angeles, California 90013 Attention: Executive Director Telecopy: (213) 620-6309
----------------------	---

As to the Borrowers:	[See Each Loan Agreement]
----------------------	---------------------------

As to Trustee:	U.S. Bank National Association [Address To Come]
----------------	---

As to ____ Bank:	[Bank] [Address To Come]
------------------	-----------------------------

As to ____ Bank:	[Bank] [Address To Come]
------------------	-----------------------------

SECTION 11.09. Evidence of Rights of Noteholders. Any request, consent or other instrument required or permitted by this Indenture to be signed and executed by Noteholders may be in any number of concurrent instruments of substantially similar tenor and shall be signed or executed by such Noteholders in person or by an agent or agents duly appointed in writing. Proof of the execution of any such request, consent or other instrument or of a writing appointing any such agent, or of the holding by any person of Notes transferable by delivery, shall be

sufficient for any purpose of this Indenture and shall be conclusive in favor of the Trustee and of the Authority if made in the manner provided in this Section.

The fact and date of the execution by any person of any such request, consent or other instrument or writing may be proved by the certificate of any notary public or other officer of any jurisdiction, authorized by the laws thereof to take acknowledgments of deeds, certifying that the person signing such request, consent or other instrument acknowledged the execution thereof, or by an affidavit of a witness of such execution duly sworn to before such notary public or other officer.

The ownership of Notes shall be proved by the note registration books held by the Trustee.

Any request, consent, or other instrument or writing of the Holder of any Note shall bind every future Holder of the same Note and the Holder of every Note issued in exchange therefor or in lieu thereof, in respect of anything done or suffered to be done by the Trustee or the Authority in accordance therewith or reliance thereon.

SECTION 11.10. Disqualified Notes. In determining whether the Holders of the requisite aggregate principal amount of Notes have concurred in any demand, request, direction, consent or waiver under this Indenture, Notes which are owned or held by or for the account of the Authority or the Borrowers or by any person directly or indirectly controlling or controlled by, or under direct or indirect common control with, the Authority or the Borrowers shall be disregarded and deemed not to be Outstanding for the purpose of any such determination. Notes so owned which have been pledged in good faith may be regarded as Outstanding for the purposes of this Section if the pledgee shall establish to the satisfaction of the Trustee the pledgee's right to vote such Notes and that the pledgee is not a person directly or indirectly controlling or controlled by, or under direct or indirect common control with, the Authority or the Borrowers. In case of a dispute as to such right, any decision by the Trustee taken upon the advice of counsel shall be full protection to the Trustee. Upon request of the Trustee, the Authority and the Borrowers shall specify in a certificate to the Trustee those Notes disqualified pursuant to this Section and the Trustee may conclusively rely on such certificate.

SECTION 11.11. Money Held for Particular Notes. The money held by the Trustee for the payment of the interest, principal due on any date with respect to particular Notes shall, on and after such date and pending such payment, be set aside on its books and held in trust by it for the Holders of the Notes entitled thereto and for the Banks.

SECTION 11.12. Funds and Accounts. Any fund required by this Indenture to be established and maintained by the Trustee may be established and maintained in the accounting records of the Trustee, either as a fund or an account, and may, for the purposes of such records, any audits thereof and any reports or statements with respect thereto, be treated either as a fund or as an account; but all such records with respect to all such funds shall at all times be maintained in accordance with customary standards of the corporate trust industry, to the extent practicable, and for the protection of the security of the Notes and the rights of every Holder thereof and of the Banks.

SECTION 11.13. Waiver of Personal Liability. No member, officer, agent or employee of the Authority shall be individually or personally liable for the payment of the principal of or interest on the Notes or be subject to any personal liability or accountability by reason of the issuance thereof; but nothing herein contained shall relieve any such member, officer, agent or employee from the performance of any official duty provided by law or by this Indenture.

SECTION 11.14. Execution in Several Counterparts. This Indenture may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the Authority and the Trustee shall preserve undestroyed, shall together constitute but one and the same instrument.

SECTION 11.15. Governing Law; Venue. The laws of the State of California govern all matters arising out of or relating to this Indenture and the Notes, including, without limitation, their validity, interpretation, construction, performance, and enforcement. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Indenture shall bring the legal action or proceeding in Sacramento County Superior Court, Sacramento, California, unless the Authority waives this requirement in writing. Each party agrees that the exclusive (subject to waiver as set forth herein) choice of forum set forth in this section does not prohibit the enforcement of any judgment obtained in that forum or any other appropriate forum. Each party waives, to the fullest extent permitted by law, (a) any objection which may now or later have to the laying of venue of any legal action or proceeding arising out of or relating to this Indenture brought in the Sacramento County Superior Court, Sacramento, California, and (b) any claim that any such action or proceeding brought in such court has been brought in an inconvenient forum.

SECTION 11.16. Complete Agreement. This Indenture represents the complete agreement between the parties with respect to the Notes and related matters.

SECTION 11.17. Action to be Taken on Days Other Than Business Days. Except as otherwise provided herein, whenever this Indenture requires any action to be taken on a day which is not a Business Day, such action shall be taken on the next succeeding Business Day with the same force and effect as if taken on such day. If any payment is made on the next Business Day as aforesaid, no interest shall accrue for the intervening period.

IN WITNESS WHEREOF, the CALIFORNIA SCHOOL FINANCE AUTHORITY has caused this Indenture to be signed in its name by a Deputy Treasurer for the Chair and its Executive Director, and U.S. BANK NATIONAL ASSOCIATION, in token of its acceptance of the trusts created hereunder, has caused this Indenture to be signed in its name by a deputy hereunto duly authorized, all as of the day and year first above written.

**CALIFORNIA SCHOOL FINANCE
AUTHORITY**

By: _____
Deputy Treasurer For Chair,
State Treasurer, Fiona Ma

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: _____
Authorized Officer

EXHIBIT A

FORM OF NOTE

Unless this Note is presented by an authorized representative of The Depository Trust Company to the Trustee for registration of transfer, exchange or payment, and any Note issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

THE NOTES ARE NOT AND SHALL NOT BE DEEMED TO CONSTITUTE A DEBT OR LIABILITY OF THE STATE OF CALIFORNIA OR OF ANY POLITICAL SUBDIVISION THEREOF, OTHER THAN THE CALIFORNIA SCHOOL FINANCE AUTHORITY, AND ARE NOT AND SHALL NOT BE DEEMED TO BE A PLEDGE OF THE FAITH AND CREDIT OF THE STATE, OR ANY POLITICAL SUBDIVISION THEREOF, BUT SHALL BE PAYABLE SOLELY FROM THE FUNDS PROVIDED THEREFOR. NEITHER THE STATE NOR THE AUTHORITY SHALL BE OBLIGATED TO PAY THE PRINCIPAL OF THE NOTES, OR INTEREST THEREON, EXCEPT FROM THE FUNDS PROVIDED THEREFOR UNDER THE INDENTURE. THE ISSUANCE OF THE NOTES SHALL NOT DIRECTLY, INDIRECTLY OR CONTINGENTLY OBLIGATE THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION THEREOF TO LEVY OR TO PLEDGE ANY FORM OF TAXATION OR TO MAKE ANY APPROPRIATION FOR THEIR PAYMENT. THE AUTHORITY HAS NO TAXING POWER. NOTHING IN THE INDENTURE, THE ACT OR OTHERWISE IS AN UNDERTAKING BY THE AUTHORITY OR THE STATE OR ANY POLITICAL SUBDIVISION THEREOF TO FUND THE TRANSFERS DESCRIBED IN THE INTERCEPT NOTICES OR TO MAKE FUNDS AVAILABLE TO THE BORROWERS IN ANY AMOUNT OR AT ANY TIME.

REGISTERED

REGISTERED

No. R-__

\$_____

**CALIFORNIA SCHOOL FINANCE AUTHORITY
REVENUE NOTES
(ASAP PROGRAM)
SERIES 2021__-__
(FEDERALLY TAXABLE)**

Rate of Interest:

Maturity Date:

Dated Date:

CUSIP:

_____%

_____, 202__

_____, 2021

[_____]

Registered Owner: Cede & Co.

Principal Amount: _____ DOLLARS

CALIFORNIA SCHOOL FINANCE AUTHORITY, a public instrumentality of the State of California (the “Authority”), for value received, hereby promises to pay (but only out of the Payments and other assets pledged therefor as hereinafter mentioned) to CEDE & CO. or registered assigns, on the maturity date specified above, the principal sum of _____ DOLLARS (\$_____), in lawful money of the United States of America; and to pay interest thereon (but only from said Payments and other assets pledged therefor) in like lawful money from the date hereof until payment of such principal sum shall be discharged as provided in the Indenture hereinafter mentioned, at the rate stated above, payable on the Maturity Date. The principal hereof is payable at the Principal Corporate Trust Office (as defined in the Indenture) of U.S. Bank National Association (together with any successor Trustee as provided in the Indenture, as defined below, the “Trustee”). Interest hereon is payable by check mailed on the maturity date to the registered owner hereof as of the fifteenth day of the month immediately preceding the month in which the maturity date occurs (except with respect to defaulted interest) (the “Record Date”) at the address appearing on the registration books maintained by the Trustee; provided, however, that the holder of \$1,000,000 or more in aggregate principal amount of Notes may be paid by wire transfer to an account within the United States of America upon written request filed with the Trustee by the applicable Record Date for such payment.

Principal of and interest on the Notes is payable solely from Payments. Neither the State nor the Authority shall be obligated to pay the Notes or the interest thereon except from Payments set forth in the Indenture, and neither the faith and credit nor the taxing power of the State or of any political subdivision thereof shall be pledged to the payment of the principal of or the interest on the Notes. The issuance of the Notes shall not directly or indirectly or contingently obligate the State or any political subdivision thereof to levy or to pledge any form of taxation whatever therefor or to make any appropriation for their payment. The Authority shall not be treated or deemed as having incurred any liability under the Indenture or by reason of or in connection with the Indenture, the Loan Agreements or any of the transactions contemplated by any thereof except to the extent payable from certain Payments set forth in the

Indenture or other amounts available therefor under and pursuant to the Indenture. Nevertheless, the Authority may, but shall not be required to, advance for any of the purposes of the Indenture any funds of the Authority which may be made available to it for such purposes. The Notes are not a debt of the State of California and said State is not liable for payment thereof.

This Series 2021__-__ Note is entitled “California School Finance Authority Revenue Notes (ASAP Program) Series 2021__-__ (Federally Taxable)” (herein called the “Notes”), limited in aggregate principal amount of _____ dollars (\$_____) and issued pursuant to the provisions of the California School Finance Authority Act (constituting Chapter 18 (commencing with Section 17170) of Part 10 of Division 1 of Title 1 of the Education Code of the State of California) (herein called the “Act”) and an indenture, dated as of March 1, 2021, between the Authority and the Trustee (herein called the “Indenture”).

The Notes are issuable only as fully registered Notes in denominations of \$_____ or any integral multiple of \$5,000 in excess thereof. Subject to the limitations and upon payment of the charges, if any, provided in the Indenture, Notes may be exchanged, at the Principal Corporate Trust Office, for a like aggregate principal amount of Notes of other authorized denominations.

Reference is hereby made to the Indenture (a copy of which is on file at said Principal Corporate Trust Office) and all indentures supplemental thereto, to the Loan Agreements (a copy of the forms of which is on file at said Principal Corporate Trust Office) and to the Act for a description of the rights thereunder of the registered owners of the Notes, of the nature and extent of the security, of the rights, duties and immunities of the Trustee and of the rights and obligations of the Authority thereunder, to all the provisions of which Indenture and Loan Agreements the registered owner of this Note, by acceptance hereof, assents and agrees.

The Notes are secured by a pledge and assignment of Payments and of amounts held in the funds and accounts established pursuant to the Indenture, subject only to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth in the Indenture.

The Notes have the benefit of a Letter of Credit issued by _____ (the “Bank”). Such Letter of Credit entitles the Trustee to draw an amount sufficient to pay the principal or and interest on the Notes on the Maturity Date.

This Note is transferable by the registered owner hereof, in person or by such person’s attorney duly authorized in writing, at the Principal Corporate Trust Office, but only in the manner, subject to the limitations and upon payment of the charges, if any, provided in the Indenture, and upon surrender and cancellation of this Note. Upon such transfer a Note or Notes, of authorized denomination or denominations and for the same aggregate principal amount, will be issued to the transferee in exchange therefor.

The Authority and the Trustee may treat the registered owner hereof as the absolute owner hereof for all purposes, and the Authority and the Trustee shall not be affected by any notice to the contrary.

It is hereby certified and recited that any and all conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by the provisions of the Act and by the Constitution and laws of the State of California, and that the amount of this Note, together with all other indebtedness of the Authority, does not exceed any limit prescribed by the Act, or by the Constitution and laws of the State of California, and is not in excess of the amount of Notes permitted to be issued under the Indenture.

This Note shall not be entitled to any benefit under the Indenture, or become valid or obligatory for any purpose, until the certificate of authentication and registration hereon endorsed shall have been signed by the Trustee.

This Note shall be construed in accordance with and governed by the Constitution and the laws of the State of California applicable to contracts made and performed in the State of California.

IN WITNESS WHEREOF, the California School Finance Authority has caused this Note to be executed in its name and on its behalf by the facsimile signature of its Chair, as of the Dated Date recited above.

**CALIFORNIA SCHOOL FINANCE
AUTHORITY**

By: _____
Chair

**[FORM OF TRUSTEE'S CERTIFICATE OF
AUTHENTICATION AND REGISTRATION]**

This is one of the Notes described in the within-mentioned Indenture which has been authenticated and registered this _____.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: _____
Authorized Officer

ASSIGNMENT

For value received the undersigned do(es) hereby sell, assign and transfer unto

(print or type name, address, taxpayer identification no.
and zip code of assignee)

the within-mentioned registered Note and hereby irrevocably constitute(s) and appoint(s) _____ attorney, to transfer the same on the books of the Trustee with full power of substitution in the premises.

Dated: _____

Signature

NOTE: The signature to the assignment must correspond to the name as written on the face of this Note in every particular, without any alteration or change whatsoever.

Signature Guaranteed By: _____

NOTE: The signature(s) to the assignment must be guaranteed by an eligible guarantor institution.

EXHIBIT B

FORM OF REQUISITION FROM THE WORKING CAPITAL FUND

The undersigned authorized representative of [BORROWER], a California nonprofit public benefit corporation (the “Borrower”) hereby requests U.S. Bank National Association, as trustee (the “Trustee”) under that certain Indenture, dated as of March 1, 2021 (the “Indenture”), between the California School Finance Authority and the Trustee, to pay to the Persons (which can be the Borrower itself) listed on Schedule I attached hereto, the amounts shown for the purposes indicated from the respective account of the Working Capital Fund established and maintained under the Indenture.

The Borrower hereby certifies that (a) there has not been filed with or served upon the Borrower any notice of claim of lien, or attachment upon, or claim affecting the right to receive payment of, any of the amounts payable to any of the persons named in this Requisition, that has not been released or will not be released simultaneously with the payment of such obligation; (b) no Event of Default has occurred under the applicable Loan Agreement; (c) the Borrower’s representations and warranties under the applicable Loan Agreement remain true and correct; and (d) each of the Borrower’s charter schools remains eligible to receive the Deferred Payment from the State that is the basis for this Requisition (see attached information).

All payments shall be made by check or wire transfer in accordance with payment instructions contained in Schedule I and the Trustee shall have no duty or obligation to authenticate such payment instructions or the authorization thereof.

Dated: _____

[BORROWER], a California nonprofit public
benefit corporation

By: _____

EXHIBIT C

FORM OF REQUISITION FROM THE COSTS OF ISSUANCE FUND

The undersigned authorized representative of the CALIFORNIA SCHOOL FINANCE AUTHORITY, a public instrumentality of the State of California (the “Authority”) hereby requests U.S. Bank National Association, as trustee (the “Trustee”) under that certain Indenture, dated as of March 1, 2021 (the “Indenture”), between the California School Finance Authority and the Trustee, to pay to the Persons listed on Schedule I attached hereto, the amounts shown for the purposes indicated from the Costs of Issuance Fund established and maintained under the Indenture.

All payments shall be made by check or wire transfer in accordance with payment instructions contained in Schedule I and the Trustee shall have no duty or obligation to authenticate such payment instructions or the authorization thereof.

Dated: _____

**CALIFORNIA SCHOOL FINANCE
AUTHORITY**

By: _____

EXHIBIT D

**LIST OF BORROWERS, REQUISITION AMOUNTS [PER SCHOOL PER MONTHLY
DRAW], AND ALLOCATION OF COSTS OF ISSUANCE**

LOAN AGREEMENT

between

CALIFORNIA SCHOOL FINANCE AUTHORITY

and

[BORROWER]

Dated as of March 1, 2021

Relating to:

**CALIFORNIA SCHOOL FINANCE AUTHORITY
REVENUE NOTES
(ASAP PROGRAM)
SERIES 2021__-__
(FEDERALLY TAXABLE)**

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THIS LOAN AGREEMENT (this “Loan Agreement”), dated as of March 1, 2021, is by and between the **CALIFORNIA SCHOOL FINANCE AUTHORITY** (the “Authority”), a public instrumentality of the State of California, and [**BORROWER**], a California nonprofit public benefit corporation (the “Borrower”).

W I T N E S S E T H:

WHEREAS, the Authority is a public instrumentality of the State of California, created by the California School Finance Authority Act (constituting Chapter 18 (commencing with Section 17170) of Part 10 of Division 1 of Title 1 of the Education Code of the State of California) (the “Act”) and is authorized to issue bonds, notes, and other evidences of indebtedness, and loan the proceeds thereof for purposes of financing and refinancing the acquisition, construction, expansion, remodeling, renovation, improvement, furnishing and equipping of educational facilities (as defined in the Act) and/or for purposes of paying working capital for a participating party (as defined in the Act), including an entity that undertakes the financing or refinancing of a project (as defined in the Act) pursuant to the Act in conjunction with schools (“charter schools”) established pursuant to the Charter Schools Act of 1992, as amended (constituting Part 26.8 of Division 4 of Title 2 of the Education Code) (the “Charter School Law”);

WHEREAS, [Borrower], a California nonprofit public benefit corporation, has applied for a loan of proceeds of revenue notes of the Authority to finance working capital (as defined in the Act) for [certain of] its charter schools through the Authority’s ASAP Program (the “Program”);

WHEREAS, the working capital financing will benefit the Borrower, the operator of one or more charter schools established pursuant to the Charter School Law and a California nonprofit public benefit corporation;

WHEREAS, the Authority proposes to issue its California School Finance Authority Revenue Notes (ASAP Program), Series 2021__-__ (Federally Taxable) (the “Notes”) in the aggregate principal amount of \$_____ pursuant to an Indenture, dated as of March 1, 2021 (the “Indenture”), by and between the Authority and U.S. Bank National Association, as trustee (the “Trustee”);

WHEREAS, an amount equal to \$_____ of the proceeds of the sale of the Notes will be applied to fund a loan (the “Loan”) to the Borrower (i) to finance working capital for the Borrower and (ii) to pay certain expenses and credit enhancement costs incurred in connection with the issuance of the Notes;

WHEREAS, the Authority and the Borrower desire to enter into this Loan Agreement to specify the terms and conditions of the Loan by the Authority to the Borrower of a portion of the proceeds of the sale of the Notes;

WHEREAS, under this Loan Agreement, the Borrower is required to make Loan Repayments (defined herein) sufficient to pay when due the principal of, and interest on, the Loan;

WHEREAS, each of the Authority and the Borrower has duly authorized the execution, delivery and performance of this Loan Agreement;

WHEREAS, the payment obligation of the Borrower hereunder shall be absolute and unconditional obligations;

WHEREAS, the Borrower has further elected to provide for payment of its payments due under the Loan, and in turn, its share of the debt service on the Notes, amounts owed under the Reimbursement Agreements (as defined below) and related costs of issuance pursuant to and in accordance with Section 17199.4 of the Act;

WHEREAS, Section 17199.4(c) of the Act provides that, to participate under such Section, the participating party shall provide written notice of such Election to the Controller (each, a “Intercept Notice”), which Intercept Notice shall include payment delivery instructions for the payee of the Loan Repayments and a schedule of the Loan Repayments subject to the Election (collectively, the “Repayment Amounts”);

WHEREAS, the CDE has responsibility under law to determine the principal apportionments due to each public charter school under the laws of the State during each fiscal year;

WHEREAS, the Repayment Amounts due under this Loan Agreements will be made primarily from the deferred apportionments of the Borrower related to fiscal year 2020-21 (the “2020-21 Fiscal Year”) for each of the Borrower’s charter schools participating in the Program (each, a “School” and, collectively, the Schools”);

WHEREAS, the Notes have the benefit of the Series __ Letter of Credit issued by Citibank, N.A. and the Series __ Letter of Credit issued by Royal Bank of Canada (each a “Bank” and, together, the “Banks”), each supporting a *pro rata* share of the principal of and interest on such Notes, and each Letter of Credit has been issued by the respective Bank pursuant to a Reimbursement Agreement, dated as of March 1, 2021 (each, a “Reimbursement Agreement” and, together the “Reimbursement Agreements”), by and between the Authority and the respective Bank; and

WHEREAS, the Authority has determined that all acts and proceedings required by law and necessary to constitute this Loan Agreement a valid and binding legal agreement of the Authority for the uses and purposes herein set forth, in accordance with its terms, have been done and taken, and the execution and delivery of this Loan Agreement by the Authority have been in all respects duly authorized;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter contained, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01 Definitions. Unless the context otherwise requires, all terms used herein shall have the meanings assigned to such terms in Section 1.01 of the Indenture. In addition, for ease of reference, the following terms shall have the following meanings:

“Authorized Borrower Representative” means the such person as may be designated by the governing board of the Borrower as an authorized signatory of such Borrower, by written certificate furnished to the Authority and the Trustee. Such certificate shall contain the specimen signature of such person, shall be signed on behalf of the Borrower by any officer of the Borrower and may designate an alternate or alternates.

“Borrower’s Proportionate Share” means that pro rata percentage equal to the principal amount of the Borrower’s Loan as a percentage of the aggregate principal amount of the Notes.

“Deferral Amounts” means, as to the Borrower and its charter schools participating in the Program, the total funds deferred by the State from apportionments originally due to the Borrower during the Deferral Months identified in the Intercept Schedule, subject to change as provided in the MOU and Intercept Notices.

“Deferral Months” means the months of February through and including June 2021 to certain dates in July through and including November 2021, subject to change as provided in the MOU and Intercept Schedule.

“Intercept Schedule” means that schedule of repayment amounts, dates and repayment periods which the Authority shall provide, or cause to be provided for the Borrower in accordance with the Intercept Notice and the MOU.

“Letter of Credit” means the irrevocable, direct pay letter of credit issued by the Bank for the benefit of the Trustee contemporaneously with the original delivery of the Notes.

“Maturity Date” means the maturity date for the Notes, which occurs on [December 31, 2021].

“MOU” means the Memorandum of Understanding, dated as of _____, 2021, by and among the Authority, the Controller, and the California Department of Education, as now in effect and as it may from time to time hereafter be amended or supplemented.

“Pledged Revenues” means the Borrower’s [Deferral Amounts on deposit with the Trustee].

“Release Date” means [July 15, 2021].

“Reimbursement Agreement” means both, and each respective Reimbursement Agreement, dated as of March 1, 2021, by and between the Bank and the Authority providing for the issuance of a Series ___ Letter of Credit.

“Repayment Period” means each Repayment Period identified in the Intercept Notice executed and delivered by the Borrower relating to the Notes.

“Series 2021A Notes” means that series of the California School Finance Authority Revenue Notes (ASAP Program) designated as Series 2021A-1 of Series A-2.

Section 1.02 Interpretation. In this Loan Agreement, unless the context otherwise requires:

(a) The terms “hereby,” “hereof,” “herein,” “hereunder,” “hereinafter” and any similar terms as used in this Loan Agreement, refer to this Loan Agreement as a whole and not to a particular section or provision of this Loan Agreement, and the term “heretofore” shall mean before, and the term “hereafter” shall mean after, the effective date of this Loan Agreement.

(b) Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders, and words importing the singular number shall mean and include the plural number, and vice versa.

(c) Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations, limited liability companies and other legal entities, including public bodies, as well as natural persons.

(d) Any headings or titles preceding the texts of the several Articles and Sections of this Loan Agreement, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall neither constitute a part of this Loan Agreement nor affect its meaning, construction or effect.

(e) Any certificates, letters or opinions required to be given pursuant to this Loan Agreement shall mean a signed document attesting to or acknowledging the circumstances, representations, opinions of law or other matters therein stated or set forth or setting forth matters to be determined pursuant to this Loan Agreement.

(f) Every “request,” “order,” “demand,” “application,” “notice,” “statement,” “certificate,” “consent,” “instruction,” or similar action hereunder shall, unless the form thereof is specifically provided herein, be in writing, and in the case of the Authority or the Borrower, signed by an Authorized Representative of the Authority or Authorized Borrower Representative, as the case may be.

(g) The parties hereto acknowledge that each such party and their respective counsel have participated in the drafting and revision of this Loan Agreement and the Indenture. Accordingly, the parties agree that any rule of construction that disfavors the drafting party shall not apply in the interpretation of this Loan Agreement or the Indenture or any amendment or supplement or exhibit hereto or thereto.

ARTICLE II

FINDINGS, REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.01 Findings by the Authority. The Authority hereby finds and determines, based upon the representations, warranties and agreements of the Borrower and such other information as the Authority deems necessary, that (i) the Borrower using proceeds of the sale of the Notes is a “participating party” as such term is defined in the Act; (ii) the Loan to be made hereunder with proceeds of the sale of the Notes will promote the purposes of the Act by providing funds to pay the costs of “working capital” as defined in the Act; (iii) said Loan is in the

public interest, serves a public purpose and meets the requirements of the Act; (iv) the sum of the amount borrowed to finance working capital and the interest payable on the working capital for the Borrower does not exceed 85 percent of the estimated amount of income, revenue, cash receipts, and other funds to be received by the Borrower, which will be available during the term of the Loan, for the repayment of the Loan and interest on the Loan; (v) during the term of the Loan, each participating party has demonstrated that it will receive or otherwise have (without additional borrowing) sufficient funds to repay and discharge the Loan, based on all funds received by the participating party and future projections upon historical experience and reasonable expectations; and (vi) the Borrower, if the Notes related to its Loan are issued as Series 2021A Notes, has budgeted facilities expenditures for [describe facilities in plan] for the 2020-21 Fiscal Year in an amount not less than the amount of the Loan attributed to the Series 2021A Notes.

Section 2.02 Representations and Warranties of the Borrower. The Borrower represents and warrants to the Authority that, as of the date of execution of this Loan Agreement and as of the date of delivery of the Notes to the initial purchasers thereof (such representations and warranties to remain operative and in full force and effect regardless of the issuance of the Notes or any investigations by or on behalf of the Authority or the results thereof):

(a) The Borrower is a nonprofit public benefit corporation duly incorporated and in good standing under the laws of the State, and has full legal right, power and authority to enter into this Loan Agreement, and to carry out all of its obligations under and consummate all transactions contemplated by this Loan Agreement, and by proper corporate action has duly authorized the execution, delivery and performance of this Loan Agreement.

(b) The officers of the Borrower executing this Loan Agreement are duly and properly in office and fully authorized to execute the same.

(c) This Loan Agreement has been duly authorized, executed and delivered by the Borrower.

(d) This Loan Agreement, as and when assigned to the Trustee pursuant to the Indenture, will constitute the legal, valid and binding agreement of the Borrower enforceable against the Borrower by the Trustee in accordance with its terms for the benefit of the Holders of the Notes and the Banks, and any rights of the Authority and obligations of the Borrower not so assigned to the Trustee constitute the legal, valid, and binding agreements of the Borrower enforceable against the Borrower by the Authority in accordance with their terms; except in each case as enforcement may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally, by the application of equitable principles regardless of whether enforcement is sought in a proceeding at law or in equity and by public policy.

(e) The execution and delivery of this Loan Agreement, the consummation of the transactions herein and therein contemplated and the fulfillment of or compliance with the terms and conditions hereof and thereof, will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under the articles of incorporation of the Borrower, its bylaws, any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or any indenture, mortgage, deed of trust, loan agreement, lease, contract or other agreement or instrument to which the Borrower is a party or by which it or

its properties are otherwise subject or bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Borrower (except for any lien, charge or encumbrance expressly created herein or in the Indenture in favor to the Authority or the Trustee,) which conflict, violation, breach, default, lien, charge or encumbrance might have consequences that would materially and adversely affect the consummation of the transactions contemplated by this Loan Agreement, or the financial condition, assets, properties or operations of the Borrower

(f) No consent or approval of any trustee or holder of any indebtedness of the Borrower or any guarantor of indebtedness of or other provider of credit or liquidity support to or for the account of the Borrower, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority (except with respect to any state securities or “blue sky” laws) is necessary in connection with the execution, delivery and performance of this Loan Agreement, or the consummation of any transaction herein or therein contemplated, or the fulfillment of or compliance with the terms and conditions hereof or thereof, except as have been obtained or made and as are in full force and effect.

(g) There is no action, suit, proceeding, inquiry or investigation, before or by any court or federal, state, municipal or other governmental authority, pending, or to the knowledge of the Borrower, after reasonable investigation, threatened, against or affecting the Borrower or the assets, properties or operations of the Borrower which, if determined adversely to the Borrower or its interests, would have a material adverse effect upon the consummation of the transactions contemplated by, or the validity of, this Loan Agreement, or upon the financial condition, assets, properties or operations of the Borrower, and the Borrower is not in violation or default (and no event has occurred and is continuing which with the giving of notice or the passage of time or both could constitute a default) with respect to any order or decree of any court or any law, order, regulation or demand of any federal, state, municipal or other governmental authority, which violation or default might have consequences that would materially and adversely affect the consummation of the transactions contemplated by this Loan Agreement, or the financial condition, assets, properties or operations of the Borrower. All tax returns (federal, state and local) required to be filed by or on behalf of the Borrower have been filed, and all taxes shown thereon to be due, including interest and penalties, except such, if any, as are being actively contested by the Borrower in good faith, have been paid or adequate reserves have been made for the payment thereof which reserves, if any, are reflected in the audited financial statements described therein.

(h) No written information, exhibit or report furnished to the Authority by or on behalf of the Borrower in connection with the negotiation of this Loan Agreement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the Borrower has not made any independent investigation or inquiry into the truth, accuracy or completeness of any report written or provided by any third party.

(i) The Borrower is an organization described in Section 501(c)(3) of the Code and is exempt from federal income tax under Section 501(a) of the Code, except for unrelated business taxable income under Section 511 of the Code, and is not a private foundation as described in Section 509(a) of the Code.

(j) The proceeds of the Loan will be used by the Borrower solely to satisfy one or more of its charitable purposes, which have been previously recognized by the Internal Revenue Service as bona fide charitable purposes. The Borrower has full power and authority to carry on its business as now being conducted and to enter into this Loan Agreement and the transactions contemplated therein.

(k) All financial statements and information heretofore delivered by or on behalf of the Borrower to the Authority fairly and accurately present the financial position of each respective entity at such date and the results of operations for the year ended on such date. Since the date of such statements, there has been no material adverse change in the financial condition or results of operations of the Borrower or other subjects of such statements.

(l) The purposes, character, activities, and methods of operation of the Borrower have not changed since its organization and are not different from the purposes, character, activities and methods of operation contemplated at the time of its determination by the Internal Revenue Service to be an organization described in Section 501(c)(3) of the Code; the Borrower has not or will not divert any part of its corpus or income for a purpose or purposes other than the purpose or purposes for which it is organized or operated; the Borrower has not operated, nor will it operate, in a manner that would result in its being classified as an “action” organization within the meaning of Section 1.501(c)(3)-(1)(c)(3) of the Regulations, including, but not limited to, promoting or attempting to influence legislation by propaganda or otherwise as a substantial part of its activities; none of its directors, officers, or any related Persons, or any other Person having a private or professional interest in the Borrower’s activities has acquired or received, nor will such Persons be allowed to acquire or receive, directly or indirectly, any of the Borrower’s goods, services, income or assets, without fair compensation or consideration received in exchange therefor; it has not received any indication or notice to the effect that the Borrower’s exemption from federal income taxation under Section 501(c)(3) of the Code has been revoked or modified, or that the Internal Revenue Service is considering revoking or modifying such exemption, and such exemption is still in full force and effect; the Borrower has not devoted or will not devote more than an insubstantial part of its activities in furtherance of a purpose other than an exempt purpose within the meaning of Section 501(c)(3) of the Code.

(m) Except as provided in the Indenture and this Loan Agreement, the Borrower shall not pledge or otherwise encumber, or permit the pledge or encumbrance of, any money, investment, or investment property pledged as security for payment of any amounts due under this Loan Agreement nor shall the Borrower establish any segregated reserve or similar fund for such purpose and shall not prepay any such amounts in advance of the Maturity Date of the Notes.

(n) The Borrower has made and shall continue to make all required contributions to all employee benefit plans, if any, and does not have knowledge of any material liability which has been incurred by the Borrower or remains unsatisfied for any taxes or penalties with respect to any employee benefit plan or any multi-employer plan, and each such plan has been administered in compliance with its terms and the applicable provisions of ERISA and any other federal or state law.

(o) [Other than as disclosed to the Authority and expressly subordinated,] the Borrower has no contingent liabilities or obligations payable from the Deferral Amounts other than

its obligations hereunder. The Borrower has no Senior Loans, as defined in the MOU. The Borrower has taken all steps necessary under applicable to qualify for the receipt of the Pledged Revenues, including the Deferral Amounts, and is eligible to receive the Deferral Amount described in the Intercept Schedule. The Deferral Amounts and the right of the Borrower to receive them is not subject to any lien, charge or encumbrance of any kind other than the lien expressly created herein in favor of the Trustee for the benefit of the Noteholders and the Banks.

(p) The Borrower has not entered into this transaction with the actual intent to hinder, delay, or defraud any creditor, and the Borrower has received reasonably equivalent value in exchange for its obligations under this Loan Agreement. The fair saleable value of the Borrower's assets exceeds and will, immediately following the execution and delivery of this Loan Agreement, exceed the Borrower's total liabilities, including, without limitation, subordinated, unliquidated, disputed or contingent liabilities. The fair saleable value of the Borrower's assets is greater than the Borrower's probable liabilities, including the maximum amount of its contingent liabilities or its debts as such debts become absolute and matured. The Borrower does not intend to, or does not believe that it will, incur debts and liabilities (including, without limitation, contingent liabilities and other commitments) beyond its ability to pay such debts as they mature (taking into account the timing and amounts to be payable on or in respect of obligations of the Borrower).

(q) The Borrower is not (1) an "investment company" or a company "controlled" by an "investment company," within the meaning of the Investment Company Act of 1940, as amended; (2) a "holding company" or a "subsidiary company" of a "holding company" or an "affiliate" of either a "holding company" or a "subsidiary company" within the meaning of the Public Utility Holding Company Act of 1935, as amended; or (3) subject to any other federal or state law or regulation which purports to restrict or regulate its ability to borrow money. The Borrower is not engaged and will not engage, principally or as one of its important activities, in the business of purchasing or carrying margin stock, within the meaning of Regulations T, U and X of the Federal Reserve Board, as applicable, or extending credit for the purpose of purchasing or carrying margin stock, and no part of the proceeds of Loan will be used to buy or carry any margin stock.

(r) The Borrower reasonably believes that the Deferral Amounts will be sufficient (without any other borrowing) during the term of the Loan to pay the principal of and interest on the Loan.

(s) During the term of the Loan, the Borrower will receive or otherwise have (without additional borrowing) sufficient funds to repay and discharge the Loan, based on all funds received by the Borrower and future projections upon historical experience and reasonable expectations.

(t) The Borrower is a "participating party" as defined in the Act.

(u) The sum of the amount borrowed to finance working capital and the interest payable on the working capital for the Borrower does not exceed 85 percent of the estimated amount of income, revenue, cash receipts, and other funds to be received by the Borrower, which

will be available during the term of the Loan, for the repayment of the Loan and interest on the Loan.

(v) The Borrower acknowledges, represents and warrants that it understands the nature and structure of the transactions relating to the financing of its working capital; that it is familiar with the provisions of all of the documents and instruments relating to such financing to it is a party or of which it is a beneficiary; that it understands the risks inherent in such transactions; and that it has not relied on the Authority for any guidance or expertise in analyzing the financial or other consequences of the transactions contemplated by this Loan Agreement and the Indenture or otherwise relied on the Authority for any advice.

(w) The Borrower acknowledges, represents and warrants that none of its charter schools participating the Program is subject to renewal of its charter on or before June 30, 2021 and expects all charter schools to be operating and in good standing with its charter authorizer through at least the Maturity Date.

(x) The Borrower, if the Notes related to its Loan are issued as Series 2021A Notes, has budgeted facilities expenditures for [describe facilities in plan] for the 2020-21 Fiscal Year in an amount not less than the amount of the Loan, and further that satisfies one of these four criteria:

(i) Located in a school district and/or county where at least 50% of students have not met the State standard for proficiency in either math or language on the state assessment

(ii) Located in a school district and/or county where at least 15% of public schools have been identified for improvement or corrective action

(iii) Located in a school district and/or county with 60% or more of the student population is eligible for free or reduced-price meals ("FROM")

(iv) At least 50% of current or projected students enrolled at the charter school are eligible for FRPM.

(y) The Borrower has, as to each of its charter schools participating the Program, filed both an Intercept Notice and an EFT Form with the Controller in accordance with Section 17199.4 of the Act, a copy of which is attached hereto as Exhibit A and Exhibit B hereto.

(z) [With respect to other indebtedness of the Borrower:

(i) With respect to any Senior Loan, the Borrower has prepaid any and all of its debt service payments coming due during the period from the date hereof through and including the Maturity Date of the Notes which would otherwise have been payable or due prior to the Maturity Date of the Notes by means of an irrevocable deposit made under the terms of such Senior Loan on or prior to the date of issuance of the Notes. [IT IS EXPECTED THAT THERE ARE NO OTHER CLAIMS ON THESE REVENUES]

(ii) The Borrower has not and will incur any additional indebtedness constituting a Senior Loan between the date of issuance of the Notes and the Maturity Date of the Notes.

(iii) With respect material indebtedness other than any Senior Loan, the Borrower has filed with the Authority, as to each such indebtedness, completed forms of Consent Pursuant to this Loan Agreement by and among the Borrower, the Trustee and each lender, substantially in the form of Exhibit D hereto.]

ARTICLE III

LOAN FINANCING; LOAN REPAYMENTS; INDEMNIFICATION

Section 3.01 **Agreement to Issue Notes and Application of Note Proceeds.** (a) In order to fund the Loan and for the other purposes set forth in the Indenture, the Authority, concurrently with the execution of this Loan Agreement, has issued, sold and delivered the Notes and directed the proceeds thereof to be deposited with the Trustee and applied as provided in Article III of the Indenture. The Borrower hereby agrees that the proceeds of the Notes shall be applied solely in accordance with the Indenture. Proceeds of the Notes applied to make the Loan will be deposited in the following funds and accounts established under the Indenture in the following amounts:

Working Capital Fund

Escrow Account

Credit Enhancement Fee Fund

Costs of Issuance Fund

Total

(b) [the Borrower, if the Notes related to its Loan are issued as Series 2021A Notes, will have the benefit of and reimbursement obligations with respect to the Grant-Funded Reserve Account.]

(c) The moneys to the credit of the Borrower in the Working Capital Fund shall be disbursed pursuant to Requisitions of the Borrower, which shall be substantially in the form of Exhibit C hereto, subject to satisfaction of the conditions to disbursement in subsection (c) below; less the portion of the Loan Amount representing the P-2 Apportionment to the Borrower deposited into the Escrow Account established for the Borrower and held until the Release Date. Each such Requisition shall be sufficient evidence to the Trustee of the facts stated therein and the Trustee shall have no duty to confirm the accuracy of such facts.

(d) Conditions precedent to each disbursement to the Borrower of moneys in the Working Capital Fund are as follows:

(i) no Event of Default has occurred under the applicable Loan Agreement;

(ii) the Borrower's representations and warranties under the applicable Loan Agreement remain true and correct; and

(iii) [evidence that each of the Borrower's charter schools participating the Program remains eligible to receive the Deferred Payment from the State that is the basis for the Requisition in question, reasonably satisfactory to the Authority regarding the status of each charter school.]

(e) Upon satisfaction of certain conditions as of the Release Date, amounts on deposit in the Escrow Account established for the Borrower will be transferred to the Working Capital Fund and available for requisition by the Borrower.

(f) Any amounts remaining in the Working Capital Fund five Business Days prior to the Maturity Date shall be transferred to the Principal Account for payment of principal on the Notes. Upon such transfer, the Working Capital Fund shall be closed.

(g) Upon satisfaction of certain conditions as of the Release Date, amounts on deposit in the Credit Enhancement Fee Fund attributable to the Borrower will be transferred to the Working Capital Fund and available for requisition by the Borrower.

(h) The Borrower hereby approves the terms of the Indenture and, to the extent applicable, agrees to be bound by such terms.

Section 3.02 The Loan; Loan Repayments; Intercept; Additional Payments.

(a) The Loan. The Authority agrees, upon the terms and conditions herein specified, to loan to the Borrower in the amount of \$____, the Borrower's allocable portion of the proceeds received by the Authority from the sale of the Notes by causing such proceeds to be deposited with the Trustee for disposition as provided in the Indenture. The obligation of the Authority to make the Loan is limited solely to the Borrower's allocable portion of such sale proceeds of the Notes received by the Authority, and shall be deemed fully discharged upon the deposit of the proceeds of the Notes with the Trustee pursuant to the Indenture.

(b) Loan Repayments. In consideration of the issuance of the Notes by the Authority and the Loan to the Borrower hereunder, the Borrower agrees to pay the principal of and interest on the Loan no later than the Maturity Date for the Notes. In order to provide funds for such purpose, the Borrower agrees that, pursuant to the Intercept Notice, during each Repayment Period pursuant to Intercept Schedule, it shall pay, or cause to be paid, to the Trustee, for deposit in the Revenue Fund, the Deferral Amounts, such amount to be held by the Trustee and applied to the repayment of the Notes, or to reimburse the Banks for amount drawn under the Letter of Credit and applied to the repayment of the Notes, on the Maturity Date. Notwithstanding the foregoing, if ten business days prior to any interest or principal payment date with respect to the Notes, the aggregate amount described in the preceding sentence and held in the Revenue Fund is for any reason insufficient or unavailable to make the required payments of principal of or interest on the Loan, the Borrower shall forthwith pay the amount of any such deficiency to the Trustee. Each payment by the Borrower to the Trustee hereunder (the "Loan Repayments") shall be in lawful money of the United States of America and paid to the Trustee at its designated corporate trust

office in immediately available funds and held, invested, disbursed and applied as provided in the Indenture.

(c) Intercept. Simultaneously with the execution and delivery of the Notes, the Borrower shall deliver an Intercept Notice to the Controller.

The Intercept Notice may be revised from time to time with the consent of the Authority and in accordance with the terms of the MOU as necessary or appropriate to specify transfers to the Trustee necessary that reflect the timing for payment and amount of the Deferral Amounts and to pay the amounts due under this Loan Agreement and the Borrower's Proportionate Share of all other costs relating to the Notes necessary or incidental to the financing pursuant to the Act, including the Borrower's Proportionate Share of all amounts owing under the Reimbursement Agreement, as the same become due, and to cure any delinquency in payment of such amounts; provided, however, that the Borrower may not decrease the amounts subject to Intercept in any month except as provided in the MOU. The Borrower shall, cooperate with the Authority and the Trustee in any manner they may request in connection with revising the Intercept Notice. If at any time the Intercept Notice is revised for any reason, the Borrower shall promptly provide to the Authority, the Department of Education and the Trustee a copy of such revised Intercept Notice. The Intercept Notice may provide additional amounts payable to the Trustee for purposes set forth in the Indenture; provided the Borrower shall not grant preference or any prior right of funding access or security in respect of any payment indicated in the Intercept Notice or any other notice delivered pursuant to Section 17199.4 of the Education Code or any successor provision. The Borrower agrees and acknowledges that any revision to its Intercept Notice may take up to 60 days for the Controller to process.

All deposits of moneys derived from the Intercept shall be made at the corporate trust office of the Trustee set forth in the Intercept Notice. If any such amounts subject to the Intercept is delivered to the Borrower, the Borrower shall immediately remit the same to the Trustee in immediately available funds. The Borrower shall timely revise, and the Borrower hereby authorizes the Authority to revise, its Intercept Notice to require transfers in such other amounts, at such different times and to such other location as shall be designated in writing by the Trustee.

(d) Additional Payments. In addition to the Loan Repayments, the Borrower shall also pay to the Authority or to the Trustee, as the case may be, "Additional Payments," as follows:

(i) All taxes and assessments of any type or character charged to the Authority or to the Trustee affecting the amount available to the Authority or the Trustee from payments to be received hereunder or in any way arising due to the transactions contemplated hereby (including taxes and assessments assessed or levied by any public agency or governmental authority of whatsoever character having power to levy taxes or assessments) but excluding franchise taxes based upon the capital and/or income of the Trustee and taxes based upon or measured by the net income of the Authority or the Trustee; provided, however, that the Borrower shall have the right to protest any such taxes or assessments and to require the Authority or the Trustee, at the Borrower's expense, to protest and contest any such taxes or assessments levied upon them and that the Borrower

shall have the right to withhold payment of any such taxes or assessments pending disposition of any such protest or contest unless such withholding, protest or contest would adversely affect the rights or interests of the Authority or the Trustee;

(ii) The Borrower's Proportionate Share of all reasonable fees, charges and expenses of the Trustee for services rendered under the Indenture and all amounts referred to in Section 8.06 of the Indenture, as and when the same become due and payable;

(iii) The Borrower's Proportionate Share of the reasonable fees and expenses of such accountants, consultants, attorneys and other experts as may be engaged by the Authority or the Trustee to prepare audits, financial statements, reports, opinions or provide such other services required under this Loan Agreement or the Indenture;

(iv) The Borrower's Proportionate Share of all fees and expenses of the Rating Agency (to the extent not included in Costs of Issuance);

(v) The Borrower's Proportionate Share of the reasonable fees and expenses of the Authority or any agent or attorney selected by the Authority to act on its behalf in connection with this Loan Agreement, the Notes or the Indenture, including, without limitation, any and all reasonable expenses incurred in connection with the authorization, issuance, sale and delivery of any such Notes or in connection with any litigation, investigation, inquiry or other proceeding which may at any time be instituted involving this Loan Agreement, the Notes or the Indenture or any of the other documents contemplated thereby, or in connection with the reasonable supervision or inspection of the Borrower, its properties, assets or operations or otherwise in connection with the administration of this Loan Agreement;

(vi) The Borrower's Proportionate Share of the amounts owed by the Authority under the Reimbursement Agreement; and

(vii) The amount necessary to replenish any fund established under the Indenture, but only to the extent then required under Section 5.02 of the Indenture.

All such payments shall be made by the Borrower from the Deferral Amounts and other legally available funds of the Borrower, for payment to the Person or Persons entitled to such payments or for deposit to the appropriate fund or account held by the Trustee under the Indenture. #

(e) Failure to Make Payments. In the event the Borrower shall fail to deposit, or fail to cause to be deposited, with the Trustee any Loan Repayments or Additional Payments as required by this Section 3.02, the Loan Repayments, Additional Payments or other payments required hereunder not timely paid from such [Deferral Amounts] shall continue as an obligation hereunder of the Borrower until the amount in default shall have been fully paid.

(f) Obligations of Borrower Unconditional.

(i) The Borrower shall pay to or upon the order of the Authority, at or before the time when due hereunder, the amounts due and payable by the Borrower hereunder.

(ii) The obligation of the Borrower to make the payments as required in this Section 3.02, and to perform and observe any and all of the other covenants and agreements on its part contained herein, shall be absolute and unconditional irrespective of any defense or any rights of setoff, recoupment, or counterclaim which the Borrower may otherwise have against the Authority. The Borrower shall not: (1) suspend, discontinue, or abate any payment required by this Section 3.02 (except as expressly provided herein); (2) fail to observe any of its other covenants or agreements in this Loan Agreement; or (3) terminate this Loan Agreement for any cause whatsoever (except as provided in Section 6.01 hereof), including without limiting the generality of the foregoing, any declaration or finding that the Notes, the Indenture, or any portion of this Loan Agreement are invalid or unenforceable, and, any failure of the Authority to perform and observe any agreement, whether expressed or implied, or any duty, liability, or obligation, arising out of or in connection with this Loan Agreement or otherwise.

(g) Security Interest. [The pledge of Pledged Revenues shall constitute a lien on and security interest in such assets and shall attach and be valid and binding from and after delivery of the Notes, for the benefit of the Trustee for the repayment of the Notes and the amounts owed under the Reimbursement Agreements allocable to the Borrower.]

Section 3.03 Costs of Issuance and Other Expenses. In addition to the payments required to be paid by the Borrower under Section 3.02 hereof, the Borrower agrees that it shall pay from the proceeds of the Notes, the Deferral Amounts or other legally available funds of the Borrower, the Borrower's Proportionate Share of Costs of Issuance of the Notes. The Borrower agrees that it also shall pay all expenses incurred by it, including the expenses of its counsel. The Borrower shall also pay the costs of filing financing statement(s) pursuant to Section 3.02(g) hereof.

The Borrower acknowledges that certain provisions of the Indenture set forth Administrative Fees and Expenses of the Trustee as the amount of compensation and reimbursement payable from funds held under the Indenture to the Trustee. In the event that the Trustee incurs fees and expenses in the course of performing its duties in excess of Administrative Fees and Expenses or in excess of the funds available for the payment thereof under the Indenture, the Borrower agrees to compensate and reimburse the Trustee from Deferral Amounts or other funds of the Borrower, for the Borrower's Proportionate Share of Administrative Fees and Expenses and for any extraordinary fees and expenses, which compensation to the Trustee shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust.

The Borrower covenants and agrees to pay and indemnify the Authority, the State Treasurer and the Trustee for the Borrower's Proportionate Share of all reasonable and documented fees, costs and charges, including reasonable fees and expenses of attorneys, accountants, consultants and other experts, incurred in good faith (and with respect to the Trustee, without negligence) and arising out of or in connection with this Loan Agreement, the Notes or

the Indenture. These obligations and those in Section 3.04 hereof shall remain valid and in effect notwithstanding repayment of the Loan hereunder or the Notes or termination of this Loan Agreement or the Indenture or resignation or removal of the Trustee.

Section 3.04 Indemnification. To the fullest extent permitted by law, the Borrower agrees to indemnify, hold harmless and defend the Authority, the State Treasurer, the Trustee, and each of their respective officers, governing members, directors, officials, employees, attorneys, consultants and agents (collectively, the “Indemnified Parties”), against any and all losses, damages, claims, actions, suits, liabilities, costs and expenses of any conceivable nature, kind or character (including, without limitation, reasonable attorneys’ fees, litigation and court costs, amounts paid in settlement and amounts paid to discharge judgments) to which the Indemnified Parties, or any of them, may become subject under any statutory law (including federal or state securities laws) or at common law or otherwise, arising out of or based upon or in any way relating to:

(i) the Notes, the Indenture, or this Loan Agreement, or the execution or amendment hereof or thereof or in connection with transactions contemplated hereby or thereby, including the issuance, sale or resale of the Notes, duly or proportionately attributable to the Borrower and acts or omissions of the Borrower;

(ii) any act or omission of the Borrower or any of its agents, contractors, consultants, servants, employees or licensees in connection with the Loan, or the operations of the Borrower;

(iii) any lien or charge upon payments by the Borrower to the Authority or the Trustee, as the case may be, hereunder, or any taxes (including, without limitation, all ad valorem taxes and sales taxes), assessments, impositions and other charges imposed on the Authority or the Trustee, duly or proportionately attributable to the Borrower and acts or omissions of the Borrower;

(iv) any untrue statement or misleading statement or alleged untrue statement or alleged misleading statement of a material fact contained in any offering or disclosure document for the Notes or any of the documents relating to the Notes, or any omission or alleged omission from any offering or disclosure document for the Notes of any material fact necessary to be stated therein in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading, duly or proportionately attributable to the Borrower and acts, facts, or omissions or omissions of facts of the Borrower; and

(v) the Trustee’s acceptance or administration of the trusts of the Indenture, or the exercise or performance of any of its powers or duties thereunder or under any of the documents relating to the Notes to which it is a party, duly or proportionately attributable to the Borrower and acts or omissions of the Borrower;

except (A) in the case of the foregoing indemnification of the Trustee or any of its respective officers, members, directors, officials, employees, attorneys and agents, to the extent such damages are caused by the negligence or willful misconduct of such Indemnified Party; or (B) in the case

of the foregoing indemnification of the Authority, the Banks or the State Treasurer or any of their officers, members, directors, officials, employees, attorneys and agents, to the extent such damages are caused by the willful misconduct of such Indemnified Party. In the event that any action or proceeding is brought against any Indemnified Party with respect to which indemnity may be sought hereunder, the Borrower, upon written notice from the Indemnified Party, shall assume the investigation and defense thereof, including the employment of counsel selected by the Indemnified Party, and shall assume the payment of all expenses related thereto, with full power to litigate, compromise or settle the same in its sole discretion; provided that the Indemnified Party shall have the right to review and approve or disapprove any such compromise or settlement. Each Indemnified Party shall have the right to employ separate counsel in any such action or proceeding and participate in the investigation and defense thereof, and the Borrower shall pay the fees and expenses of such separate counsel; provided, however, that such Indemnified Party may only employ separate counsel at the expense of the Borrower if in the judgment of such Indemnified Party a conflict of interest exists by reason of common representation or if all parties commonly represented do not agree as to the action (or inaction) of counsel, or in the case of the Authority or the State Treasurer or any of its officers, members, directors, employees, attorneys and agents, such Indemnified Party engages the Attorney General of the State as separate counsel.

The rights of any persons to indemnity hereunder and rights to payment of fees and reimbursement of expenses pursuant to Sections 3.02 and 3.03 hereof and this Section 3.04 shall survive the final payment of the Notes and in the case of the Trustee any resignation or removal. The provisions of this Section 3.04 shall survive the termination of this Loan Agreement.

ARTICLE IV

ADDITIONAL COVENANTS AND AGREEMENTS OF BORROWER

Section 4.01 Inspection of Books.

(a) The Authority and the Trustee shall have the right, but not obligation, upon reasonable notice, during business hours, to examine and audit any and all of the Borrower's records or accounts pertaining to the Loan, the Indenture, the Intercept and this Loan Agreement.

(b) Upon written notice to the Borrower delivered at least five Business Days in advance of an inquiry, the Borrower shall make its management personnel available for periodic inquiries from the Authority; provided that the Borrower shall not be obligated to incur any material out-of-pocket costs in connection with such meetings or inquiries.

Section 4.02 Reports and Information. At the request of the Authority or the Trustee, their agents, employees or attorneys, the Borrower shall furnish to the Authority and the Trustee, such information as may be reasonably requested in writing from time to time relative to compliance by the Borrower with the provisions of this Loan Agreement, including, without limitation, the most recently prepared consolidated financial statements.

Section 4.03 Notice. Promptly following obtaining knowledge of an Event of Default under this Loan Agreement, the Borrower hereby agrees to provide to the Trustee and to

the Authority notice of such Event of Default (such notice to include a description of the nature of such event and what steps are being taken to remedy such Event of Default).

Section 4.04 Reliance. The Borrower hereby recognizes and agrees that the representations, warranties and covenants set forth in this Loan Agreement may be relied upon by all Persons interested in the legality and validity of the Notes including, without limitation, the Trustee for the benefit of the Owners of the Notes, the Banks and the Underwriters. In performing its duties and obligations under the Indenture, the Trustee may rely upon statements and certificates of the Borrower believed in good faith to be genuine and upon audits of the books and records of the Borrower pertaining to the Loan. The Trustee, in its name or as assignee of the Authority, may, for and on behalf of the Noteholders and the Banks, enforce all rights of the Authority which have been assigned to and are held by the Trustee and all obligations of the Borrower under and pursuant to this Loan Agreement, whether or not the Authority has pursued or attempted to enforce any of such rights and obligations. In addition, the Authority and the Trustee may consult with counsel, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by the Authority or the Trustee hereunder in good faith and in conformity with the opinion of such counsel. In determining whether any default or lack of compliance by the Borrower exists under this Loan Agreement, none of the Trustee or the Authority shall be required to conduct any investigation into or review of the operations or records of the Borrower and may rely solely upon any notice or certificate delivered to the Trustee by the Borrower with respect to the occurrence or absence of a default.

Section 4.05 Prohibition on Additional Obligations. The Borrower shall not incur any obligations for borrowed moneys the repayments of which are due at any time on or before the Maturity Date, without the express written consent of the Authority.

Section 4.06 Warranty of Truth. The Borrower covenants that no information, certificate, statement in writing or report required by this Loan Agreement or otherwise furnished by the Borrower to the Authority or the Trustee shall contain any untrue statement of a material fact or omit a material fact necessary to make such information, certificate, statement or report not misleading as it relates to the Borrower.

Section 4.07 Prohibited Uses. No portion of the proceeds of the Notes shall be used to finance or refinance any facility, place or building to be used (1) primarily for sectarian instruction or study or as a place for devotional activities or religious worship or (2) by a person that is not a 501(c)(3) Organization or a Governmental Unit or by a 501(c)(3) Organization (including the Borrower) in an “unrelated trade or business” (as set forth in Section 513(a) of the Code), in such a manner or to such extent as would result in any of the Notes being treated as an obligation not described in Section 103(a) of the Code. The Borrower may not operate in any manner except in conjunction with a school under the Charter School Law.

Section 4.08 Indenture and Letter of Credit Provisions. The execution and delivery of this Loan Agreement shall constitute conclusive evidence of approval of the Indenture and the Reimbursement Agreement and each Letter of Credit relating to the Note by the Borrower. Whenever the Indenture by its terms imposes a duty or obligation upon the Borrower, such duty or obligation shall be binding upon the Borrower to the same extent as if the Borrower were an

express party to the Indenture, and the Borrower shall carry out and perform all of its obligations under the Indenture as fully as if the Borrower were a party to the Indenture.

The Borrower further acknowledges terms of the Indenture with respect to its claim on Loan Repayments for the benefit of the Holders and the Banks, as the source of repayment of amounts owed under the Reimbursement Agreement. In support of its obligations hereunder, the Borrower acknowledges the terms of the MOU, the Intercept Notice, and the Notice to the Controller Pursuant to Education Code Section 17199.4.

Section 4.09 Maintenance of Charters, Etc.. The Borrower covenants and agrees that, so long as any of the Notes remain Outstanding and any amounts remain owing under the Reimbursement Agreement, it shall (a) maintain its authorization to operate its charter school(s); (b) preserve, renew and maintain in full force and effect its legal existence and the existence of each of its charter schools under the applicable law of the State in good standing; (c) take all steps necessary to maintain its qualification as a charter school entitled to receive the Deferral Amounts and other Pledged Revenues; and (c) preserve its status as a nonprofit corporation and maintain its status as an organization described in Section 501(c)(3) of the Code and its exemption from federal income tax under Section 501(a) of the Code or corresponding provisions of future federal income tax laws as well as its exemption from income tax under applicable State law. The Borrower shall not (x) dissolve nor shall it sell, lease, assign, transfer or otherwise dispose of all or substantially all of its property or (y) consolidate or merge with or into any other Person or permit one or more other Persons to consolidate with or merge into it or acquire all or substantially all of the property of any other Person.

Section 4.10 Further Assurances. The Borrower shall, upon the request of the Authority or the Trustee, from time to time, execute and deliver and, if necessary, file, register and record such further financing statements, amendments, continuation statements and other documents and instruments and take such further action as may be reasonably necessary to effect the provisions of this Loan Agreement and the Indenture. Except to the extent it is exempt therefrom, the Borrower will pay or cause to be paid all filing, registration and recording fees incident to such filing, registration and recording, and all expenses incident to the preparation, execution and acknowledgment of such instruments of further assurance, and all federal or state fees and other similar fees, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of such instruments of further assurance.

Section 4.11 Lien on Pledged Revenues. The Borrower shall do, or cause to be done, all things necessary (including, without limitation, the timely filing of continuation statements) to maintain the Trustee's valid first priority perfected security interest in the Pledged Revenues.

Section 4.12 Change of Corporate Name, State of Incorporation or Location. The Borrower shall not (a) change its name as it appears in official filings in the state of its incorporation or other organization, (b) change its chief executive office or principal place of business, or the location of its records concerning the Pledged Revenues, (c) change the type of entity that it is, (d) change its organization identification number, if any, issued by its state of incorporation or other organization, or (e) change its state of incorporation or organization or incorporate or organize in any additional jurisdictions.

Section 4.13 Negative Pledge. Notwithstanding anything herein to the contrary, the Borrower shall not create, incur, assume or suffer to exist, any lien, charge or encumbrance on, and shall not sell, assign, or otherwise transfer any of the Pledged Revenues except as provided herein and in the Indenture.

ARTICLE V

DEFAULTS AND REMEDIES

Section 5.01 Events of Default. Any one of the following which occurs and continues shall constitute an Event of Default hereunder:

(a) failure by the Borrower to pay or cause to be paid any interest on the Loan when due and payable;; or

(b) failure by the Borrower to pay or cause to be paid principal of the Loan; or

(c) the Deferral Amounts are not paid to the Trustee at the times and in the amounts set forth in the Intercept Schedule; or

(d) (i) failure of the Borrower to observe and perform any covenant, condition or agreement on its part to be observed or performed in Sections 4.10, 4.12, 4.13 or 4.14 hereof or (ii) failure of the Borrower to observe and perform any other covenant, condition or agreement on its part to be observed or performed hereunder (other than failure by the Borrower to pay the amounts required to be paid hereunder, as referred to in Section 5.01(a), (b), or (c) above, and other than as provided in Section 5.01 (d)(i) or (e) hereof) after the Borrower shall have been given 30 days' written notice specifying such default and requesting it be remedied; or

(e) any of the Borrower's charter schools participating the Program ceases operations prior to December 31, 2021; or

(f) voluntary initiation by the Borrower of any proceeding under any federal or state law relating to bankruptcy, insolvency, arrangement, reorganization, readjustment of debt or any other form of debtor relief, or the initiation against the Borrower of any such proceeding that shall remain undismissed for 60 calendar days after service of notice of such initiation upon the Borrower, or failure by the Borrower to promptly have discharged any execution, garnishment or attachment of such consequence as would impair the ability of the Borrower to carry on its operations, or assignment by the Borrower for the benefit of creditors, or the entry by the Borrower into an agreement of composition with creditors or the failure generally by the Borrower to pay its debts as they become due; or

(g) occurrence and continuance of an "Event of Default" under the Indenture, provided, however, that an Event of Default under the Indenture arising solely from the actions or inactions of the Authority or the Trustee or any charter schools or borrowers participating the Program other than those operated by the Borrower or the Borrower shall not be an Event of Default hereunder; or

(h) any representation or warranty made herein or any statement or representation made by the Borrower in any certificate, report, opinion, financial statement or other instrument furnished in connection with the Loan or this Loan Agreement proves to be false or misleading in any material respect when made; or

(i) the Borrower or any governmental authority shall contest the validity or enforceability of the Borrower's obligations hereunder, the payment of the Deferral Amounts or the other Pledged Revenues or the validity, perfection or priority of the lien on the Pledged Revenues granted to the Trustee hereunder or the Borrower shall deny, contest or repudiate its obligations hereunder; or

(j) the lien on and security interest in the Pledged Revenues granted to the Trustee herein shall at any time and for any reason cease to be a valid and perfected first-priority security interest in the Pledged Revenues.

Section 5.02 Remedies.

(a) Upon the occurrence of an Event of Default pursuant to Section 5.01 hereof and at any time thereafter during the continuance of such Event of Default, the Trustee may take one or more or any combination of the following remedial steps:

(i) By written notice to the Borrower, declare the unpaid indebtedness on the Notes and all amounts then due and payable hereunder, whether by acceleration of maturity or otherwise, to be immediately due and payable, whereupon the same shall become immediately due and payable; and

(ii) Take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder, or to enforce performance and observance of any obligation, agreement or covenant of the Borrower under this Loan Agreement or the Notes.

Any amounts collected pursuant to action taken by the Trustee under this Section 5.02(a) shall be applied in accordance with provisions of the Indenture. Notwithstanding anything herein to the contrary, the indebtedness of the Borrower under this Loan Agreement may be separately and independently accelerated with or without an acceleration of the Notes.

(b) If the Trustee shall have proceeded to enforce the rights of the Authority under this Loan Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or the Authority, then the Borrower, the Trustee and the Authority shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the Borrower, the Authority and the Trustee shall continue as though no such proceedings had taken place.

Section 5.03 Additional Remedies. In addition to the above remedies, if an Event of Default occurs hereunder, the Authority and the Trustee shall have the right and remedy, without posting bond or other security, to have the provisions of this Loan Agreement specifically enforced by any court having equity jurisdiction, it being acknowledged and agreed that any such breach

will cause irreparable injury to the Trustee or the Authority and that money damages will not provide an adequate remedy thereto.

Section 5.04 **No Remedy Exclusive.** No remedy herein conferred upon or reserved to the Authority is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Trustee or the Authority to exercise any remedy reserved to it in this Article VI, it shall not be necessary to give notice, other than such notice as may be required in this Article VI. Such rights and remedies as are given the Authority hereunder shall also extend to Trustee on behalf of the Holders of the Notes, who shall be entitled to the benefit of all covenants and agreements herein contained.

Section 5.05 **No Additional Waiver Implied by One Waiver.** In the event any agreement or covenant contained in this Loan Agreement should be breached by the Borrower and thereafter waived by the Authority or the Trustee, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 5.06 **Agreement to Pay Fees and Expenses Upon Default.** In the event the Borrower is in default under any provision of this Loan Agreement, the Borrower shall be liable to, and upon demand shall pay to, the Trustee the Borrower's Proportionate Share of all reasonable fees and disbursements of such Persons and its agents (including attorneys' fees and expenses) that are reasonably connected therewith or incidental thereto, except with respect to the Trustee, and such payment obligation shall be reduced to the extent such fees and disbursements are paid to the Trustee from money available therefor under the Indenture.

ARTICLE VI

PREPAYMENT

Section 6.01 **Prepayment of the Loan.**

(a) *General.* As further described below, the Borrower shall have the right, so long as all amounts which have become due hereunder have been paid, at any time or from time to time to prepay all or any part of its Loan Repayments and the Authority agrees that the Trustee shall accept such prepayments when the same are tendered. All such prepayments shall be deposited upon receipt in the applicable account of the Revenue Fund and, at the request of and as determined by the Borrower, credited against payments due hereunder.

(b) *Amount of Prepayment.* In the event of any prepayment pursuant to Section 6.01, the amount of the Loan deemed to be prepaid shall be equal to the principal amount of the Loan. In the case of prepayment of the Loan in full, the Borrower shall pay to the Trustee an amount sufficient, together with other funds held by the Trustee and available for such purpose, to pay interest on the Loan to the Maturity Date, the Borrower's Proportionate Share of all

reasonable and necessary fees and expenses (including attorneys' fees) of the Authority, the Trustee and the Banks accrued and to accrue through final payment of the Notes and all other liabilities of the Borrower accrued and to accrue under this Loan Agreement and shall pay to the Authority an amount required by Section 3.02(d).

ARTICLE VII

MISCELLANEOUS

Section 7.01 Notice. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered or certified mail, postage prepaid, or by messenger or overnight delivery service or by Electronic Notice, to the notice addresses set forth in the Indenture, provided that notices to the Borrowers shall mean only the Borrower under this Loan Agreement.

A duplicate copy of each notice, certificate or other communication given hereunder by the Authority or the Borrower shall also be given to the Trustee. The Authority, the Borrower, and the Trustee may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 7.02 Concerning Successors and Assigns. All covenants, agreements, representations and warranties made herein and in the certificates delivered pursuant hereto shall survive the execution and delivery of this Loan Agreement by the Authority and the Borrower. Whenever in this Loan Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all covenants, promises and agreements by or on behalf of the Borrower that are contained in this Loan Agreement shall bind its successors and assigns and inure to the benefit of the successors and assigns of the Authority.

Section 7.03 Governing Law; Venue. This Loan Agreement is a contract made under the laws of the State of California, and shall be governed by and construed in accordance with the Constitution and the laws applicable to contracts made and performed in said State. This Loan Agreement shall be enforceable in the State of California, and any action arising out of this Loan Agreement shall be filed and maintained in the Sacramento County Superior Court, Sacramento, California, unless the Authority waives this requirement.

Section 7.04 Amendments; Modifications in Writing. Except as otherwise provided in this Loan Agreement or the Indenture, subsequent to the initial issuance of Notes and prior to their payment in full, or provision for such payment having been made as provided in the Indenture, this Loan Agreement may be effectively amended, changed, modified, altered or terminated only as permitted under the Indenture, by written instrument executed by the parties hereto and with consent of the Banks. The Authority hereby agrees that it will not consent to an amendment of the Indenture without the approval of the Borrower.

Section 7.05 Captions. The section headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Loan Agreement.

Section 7.06 Severability. In the event any provision of this Loan Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 7.07 Counterparts. This Loan Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

Section 7.08 Effective Date and Term. This Loan Agreement shall become effective upon its execution and delivery by the Parties hereto, shall remain in full force from the date thereof and, subject to the provisions hereof, shall continue in effect as long as any of the Notes are outstanding or the Trustee holds any money under the Indenture.

Section 7.09 Non-Liability of Authority. The Authority shall not be obligated to pay the principal of or interest on the Notes, except from certain loan repayments received for the payment thereof from the Borrower under this Loan Agreement and from other from the borrowers under their loan agreements executed and delivered in accordance with the Program and attributable to the Notes. Neither the faith and credit nor the taxing power of the State or any political subdivision thereof, nor the faith and credit of the Authority or any member is pledged to the payment of the principal or interest on the Notes. The Authority shall not be liable for any costs, expenses, losses, damages, claims or actions, of any conceivable kind on any conceivable theory, under or by reason of or in connection with this Loan Agreement, the Notes or the Indenture, except only to the extent amounts are received for the payment thereof from the Borrower under this Loan Agreement and from other from the borrowers under their loan agreements executed and delivered in accordance with the Program and attributable to the Notes.

The Borrower hereby acknowledges that the Authority's sole source of moneys to repay the Notes will be provided by the payments made by the Borrower to the Trustee pursuant to this Loan Agreement, together with other amounts received by the Trustee in accordance with other loan agreements from other charter schools or borrowers participating the Program other than those operated by the Borrower, and pursuant to the Indenture, and investment income on certain funds and accounts held by the Trustee under the Indenture, and hereby agrees that if the Loan Repayments shall ever prove insufficient to pay the Borrower's Proportionate Share of all principal of and interest on the Notes as the same shall become due (whether by maturity, acceleration or otherwise), then upon notice from the Trustee, the Borrower shall pay such amounts as are required from time to time to prevent any deficiency or default in the payment of such principal or interest, including, but not limited to, any deficiency caused by acts, omissions, nonfeasance or malfeasance on the part of the Trustee, the Borrower, the Authority or any third party, subject to any right of reimbursement from the Trustee, the Authority or any such third party, as the case may be, therefor.

Section 7.10 Waiver of Personal Liability. No member, officer, agent or employee of the Borrower or of the Authority shall be individually or personally liable for the payment of any principal or interest on the Notes or any other sum hereunder or be subject to any personal liability or accountability by reason of the execution and delivery of this Loan Agreement; but nothing herein contained shall relieve any such member, director, officer, agent or employee from the performance of any official duty provided by law or by this Loan Agreement.

Section 7.11 **No Prevailing Party Provision.** Nothing in this Loan Agreement shall be construed to provide for award of attorneys' fees and costs to the Authority or the Borrower for the enforcement of this Loan Agreement as described in Section 1717 of the Civil Code. Nothing in this Section affects the rights of the Trustee provided herein.

Section 7.12 **Binding Effect.** This Loan Agreement shall inure to the benefit of and shall be binding upon the Authority and the Borrower and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Loan Agreement as of the date stated above.

**CALIFORNIA SCHOOL FINANCE
AUTHORITY**

By: _____
Deputy Treasurer For Chair,
State Treasurer, Fiona Ma

[BORROWER],
a California nonprofit public benefit corporation

By: _____

EXHIBIT A

FORM OF INTERCEPT NOTICE

Notice to the State Controller Pursuant to Education Code Section 17199.4

Re: California School Finance Authority Revenue Notes (ASAP Program)
Series 2021 (Federally Taxable) (the "Notes")

WHEREAS, [BORROWER], a nonprofit public benefit corporation (the "Borrower") operating one or more public charter school in the State of California (the "State"), has entered into a Loan Agreement with the California School Finance Authority (the "Authority"), dated as of March 1, 2021 (the "Loan Agreement"), under the terms of which the Borrower is obligated to make certain loan payments (the "Loan Repayments") to or upon the order of the Authority in order to provide, together with the loan payments made by other nonprofit public benefit corporations operating public charter schools in the State (the "Other Charter Schools"), sufficient debt service to pay the principal of and interest on the captioned Notes at maturity; and

WHEREAS, the Borrower has elected to have its Loan Repayments pledged to the repayment of a series or tranche of the Notes [Series 2021__-__], pursuant to the terms of the Loan Agreement and that certain Indenture, dated as of March 1, 2021 (the "Indenture"), by and between the Authority and U.S. Bank National Association, as trustee (the "Trustee"); and

WHEREAS, the Authority has issued the Notes to fund loans made to the Borrower and to the Other Charter Schools under separate loan agreements;

NOW THEREFORE, NOTICE IS HEREBY GIVEN PURSUANT TO SECTION 17199.4(c)(2) OF THE EDUCATION CODE OF THE STATE OF CALIFORNIA TO THE STATE CONTROLLER OF THE STATE OF CALIFORNIA (THE "CONTROLLER"), that:

1. The governing board of the Borrower has elected, pursuant to the terms of the Loan Agreement and Section 17199.4(c)(1) of the Education Code of the State of California (the "Education Code"), to participate under Section 17199.4 of the Education Code, as described therein, and to direct the Controller to make transfers during the "Repayment Periods" and in the amounts (or such lesser amounts as are available to transfer) in the "Total Intercept" column set forth on Schedule I attached hereto, directly to the Trustee indicated in Section 4 hereto. If the amount available to the Controller to be transferred on any transfer date is less than the amount in the "Total Intercept" column set forth on Schedule I attached hereto, then the amount of such deficiency (each, a "Shortfall") shall be carried forward to the following Repayment Period, during which subsequent Repayment Period, the amount set forth in the Total Intercept column shall be increased by the amount of the Shortfall and transferred to the Trustee. If, in such subsequent Repayment Period, these actions result in an additional Shortfall for the next succeeding Repayment Period, such Shortfall shall be added to subsequent transfers until no Shortfall remains.

2. The Borrower hereby authorizes the Authority to provide a revised Schedule I to the Controller in the event of any Change in State Law, as defined in the Memorandum of Understanding (the “MOU”), by and among the Authority, the Controller and the California Department of Education, dated as of _____, 2021, that causes a change in the timing of receipt or amount of the Borrower’s Deferral Amounts (as defined in the MOU) during any Repayment Period.

3. The Borrower hereby represents and certifies that all of the payments described on Schedule I hereto, summarized as the Total Intercept, are being made in support of Borrower’s working capital loan from the Authority, evidenced by its Loan Agreement, in accordance with Section 17199.4(a) of the Education Code, that the amount stated as the Total Intercept is not in excess of the actual Loan Repayments due under the Loan Agreement, and that it is not submitting this notice for the purpose of accelerating the Borrower’s receipt of apportionments under Section 14041 of the Education Code or Section 36 of Title XIII of the California Constitution, as required under Section 17199.4(d) of the Education Code. These representations and certifications extend to the terms of any revised Schedule I provided to the Controller under Section 2 hereof.

4. Transfers pursuant to Section 1 above shall be paid by wire transfer of immediately available funds to:

U.S. Bank, N.A.
ABA #: 091000022
FBO: U.S. Bank Trust National Association
Account #: _____
Reference: CSFA [ASAP Notes]

(Remainder of page intentionally left blank)

_____, a California nonprofit
public benefit corporation, as Borrower

By: _____
Name:
Its:

Schedule I

Intercept Payment Amounts and Repayment Periods

EXHIBIT B

EFT FORM

[Attached]

[To Come]

EXHIBIT C

FORM OF REQUISITION FROM THE WORKING CAPITAL FUND

The undersigned authorized representative of [BORROWER], a California nonprofit public benefit corporation (the “Borrower”) hereby requests U.S. Bank National Association, as trustee (the “Trustee”) under that certain Indenture, dated as of March 1, 2021 (the “Indenture”), between the California School Finance Authority and the Trustee, to pay to the Persons (which can be the Borrower itself) listed on Schedule I attached hereto, the amounts shown for the purposes indicated from the respective account of the Working Capital Fund established and maintained under the Indenture.

The Borrower hereby certifies that (a) there has not been filed with or served upon the Borrower any notice of claim of lien, or attachment upon, or claim affecting the right to receive payment of, any of the amounts payable to any of the persons named in this Requisition, that has not been released or will not be released simultaneously with the payment of such obligation; (b) no Event of Default has occurred under the applicable Loan Agreement; (c) the Borrower’s representations and warranties under the applicable Loan Agreement remain true and correct; and (d) each of the Borrower’s charter schools remains eligible to receive the Deferred Payment from the State that is the basis for this Requisition (see attached information).

All payments shall be made by check or wire transfer in accordance with payment instructions contained in Schedule I and the Trustee shall have no duty or obligation to authenticate such payment instructions or the authorization thereof.

Dated: _____

[BORROWER], a California nonprofit public
benefit corporation

By: _____

EXHIBIT D

FORM OF CONSENT

CONSENT AND AGREEMENT

This CONSENT AND AGREEMENT (this “Consent”) is entered into as of [DATE], by and among [BORROWER], a California nonprofit public benefit corporation (the “Borrower”), [LENDER] (the “Lender”), and U.S. Bank National Association, as trustee (the “Trustee”) for the holders of the hereinafter defined Notes.

RECITALS

A. The Borrower and the Lender are parties to that certain Loan Agreement, dated as of [] (as amended to date, the “Loan Agreement”), pursuant to which the Lender made a loan to the Borrower. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Loan Agreement.

B. The Loan Agreement contains restrictions on the Borrower’s incurrence of indebtedness, and the Borrower’s obligations under the Loan Agreement may be secured by certain personal property assets of the Borrower.

C. Pursuant to the State of California’s 2020-21 Budget Act, in order to relieve certain State budget constraints, certain principal apportionments expected to be received by the Borrower in February 2021 through June 2021 are being deferred (the “Deferred Apportionments”) and will be paid instead in the following fiscal year.

D. The California School Finance Authority (the “Authority”) has created the ASAP Program pursuant to which charter schools may borrow, from proceeds of the California School Finance Authority Revenue Notes (ASAP Program) Series 2021 (Federally Taxable) (the “Notes”), an amount not exceeding their Deferred Apportionments for use in the current fiscal year.

E. The Notes will be issued by the Authority pursuant to an Indenture between the Authority and the Trustee, dated as of March 1, 2021 (the “Indenture”).

F. The Borrower has notified the Lender that the Borrower has applied for a loan from the Authority under the ASAP Program in the amount of \$[] (the “ASAP Loan”).

G. The Borrower will fund the repayment of the ASAP Loan by an intercept of the Borrower’s Deferred Apportionment from the Office of the State Controller to the Trustee pursuant to Section 17199.4(a)(1) of the Education Code of the State of California (the “Intercept”). The Borrower’s obligation to repay the ASAP Loan is secured by a security interest in the Borrower’s Deferred Apportionments (the “Deferred Apportionment Security Interest”).

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants of the parties hereto, the parties agree as follows:

In accordance with the Loan Agreement, the Lender hereby consents to the Borrower's incurrence of the ASAP Loan, to the intercept of the Deferred Apportionments for the repayment of the ASAP Loan pursuant to the Intercept, and to the pledge of the Deferred Apportionment Security Interest. The Lender hereby subordinates any security interest it may have in the Borrower's personal property to the lien of the Deferred Apportionment Security Interest for the benefit of the Trustee.

The Borrower hereby represents and warrants to the Lender that:

Except for (i) any representations or warranties which are given as of a specific date (which remain true and correct as of such date), and (ii) representations and warranties which have become untrue or incorrect solely as a result of changes permitted by this Consent, all representations and warranties made by the Borrower in the Loan Agreement are true and correct as of the date of this Consent.

Except with respect to the matters covered in this Consent, the Borrower is in compliance with all covenants and agreements contained in the Loan Agreement.

To the Borrower's knowledge, after giving effect to this Consent, no Default or Event of Default currently exists under the Loan Agreement or other documents executed by the Borrower in connection therewith (the "Loan Documents").

It shall be a condition precedent to the effectiveness of this Consent that no Event of Default exists under the Loan Agreement.

The consent provided in Section 1 hereof shall be a one-time consent and shall not be construed to constitute a consent to any other breach of, or a waiver of, any other term, condition, covenant or provision of the Loan Agreement or the other Loan Documents. All of the terms and conditions of the Loan Agreement and the other Loan Documents shall remain in full force and effect.

The Lender shall give written notice to the Trustee of any breach or default by the Borrower of any of its obligations under the Loan Agreement, simultaneously with the giving of such notice to Borrower. The Trustee shall give written notice to the Lender of any breach or default by the Borrower of any of its obligations with respect to the ASAP Loan, simultaneously with the giving of such notice to Borrower.

The foregoing provisions are self-operative and effective without the execution of any further instrument on the part of any party hereto. However, the Lender agrees to execute and deliver to the Trustee such other instruments as either shall request in order to effectuate said provisions. This Agreement supersedes any inconsistent provision of the Loan Agreement.

All notices, demands, requests, directions and other communications (collectively, “Notices”) required or expressly authorized to be made by this Consent will be written and addressed as set forth below (or to such other address as shall be provided by any party to the others in a Notice) may be given by (i) overnight delivery service, freight prepaid, or (ii) U.S. mail, postage paid and sent certified, return receipt requested:

To the Borrower: [Borrower Name]
 [Address]
 [Address]
 Attention: [_____]

To the Lender: [Lender Name]
 [Address]
 [Address]
 Attention: [_____]

To the Trustee: U.S. Bank National Association
 [Address]
 [Address]
 Attention: [_____]

The Borrower agrees to pay on demand all reasonable costs and expenses of the Lender in connection with the preparation, execution and delivery of this Consent, including, without limitation, the reasonable fees and out-of-pocket expenses of counsel for the Lender.

All other terms and conditions of the Loan Agreement not specifically amended by this Consent shall remain in full force and effect and are hereby ratified and confirmed by the Borrower and the Lender.

This Consent may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which when so executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same instrument.

The parties hereto hereby agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further acts, instruments, conveyances, transfers and assurances, as any of them reasonably deems necessary or advisable for the implementation, correction, confirmation or perfection of this Consent and any rights of such party as contemplated hereunder.

This Consent shall become effective as of the date set forth above.

This Consent shall be governed by and construed in accordance with the laws of the State of California and shall be binding upon the Borrower, the Trustee and the Lender and their respective successors and assigns.

This Consent and any claim or controversy arising from or relating to this Consent shall be subject to the provisions of the Loan Agreement relating to jurisdiction, venue, waiver of right to trial by jury and dispute resolution.

Each of the parties hereto agrees that the transaction consisting of this Consent may be conducted by electronic means. Each party agrees, and acknowledges that it is such party's intent (i) that, by signing this Consent using an electronic signature, it is signing, adopting and accepting this Consent, and (ii) that signing this Consent using an electronic signature is the legal equivalent of having placed the undersigned officer's handwritten signature on this Consent on paper. Each party acknowledges that it is being provided with an electronic or paper copy of this Consent in a usable format

[Signatures on following pages]

IN WITNESS WHEREOF, the parties hereto have caused this Consent to be duly executed as of the date first above written.

[BORROWER]

By _____
Name:
Title:

[LENDER]

By _____
Name:
Title:

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By _____
Authorized Officer

[Signature Page to Consent and Agreement]

PRICING CONFIRMATION CERTIFICATE

This Pricing Confirmation Certificate (this “Certificate”) sets forth the final pricing terms of the California School Finance Authority Revenue Notes (ASAP Program) Series 2021A-1 (the “Series 2021A-1 Notes”), the California School Finance Authority Revenue Notes (ASAP Program) Series 2021A-2 (the “Series 2021A-2 Notes”), the California School Finance Authority Revenue Notes (ASAP Program) Series 2021B-1 (the “Series 2021B-1 Notes”) and the California School Finance Authority Revenue Notes (ASAP Program) Series 2021B-2 (the “Series 2021B-2 Notes” and, collectively with the Series 2021A-1 Notes, the Series 2021A-2 Notes and the Series 2021B-1 Notes, the “Notes”). A portion of the proceeds (the “Borrower’s Allocable Portion”) of the Notes will be loaned by California School Finance Authority (the “Authority”) to the Borrower signatory hereto (the “Borrower”) as indicated in Schedule I. By delivering this Certificate, in order to induce the Underwriters (as defined below) to purchase the Notes, the Borrower (a) acknowledges the terms of the Notes set forth herein, (b) commits to executing and delivering the Loan Agreement (as defined below) and borrowing the Borrower’s Allocable Portion from the Authority on March [___], 2021 (the “Closing Date”), and (c) makes the representations and warranties set forth below. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Indenture (as hereinafter defined).

1. ***Terms of the Notes.*** The final terms applicable to the Notes are as follows:

a. ***Interest Rate.***

The interest rate on the Series 2021A-1 Notes shall be between [___]% and [___]% per annum, calculated on the basis of a 360-day year of twelve 30-day months. The Series 2021A-1 Notes shall be sold at a price between [___]% and [___]% of the principal amount thereof, priced to yield between [___]% and [___]%.

The interest rate on the Series 2021A-2 Notes shall be between [___]% and [___]% per annum, calculated on the basis of a 360-day year of twelve 30-day months. The Series 2021A-2 Notes shall be sold at a price between [___]% and [___]% of the principal amount thereof, priced to yield between [___]% and [___]%.

The interest rate on the Series 2021B-1 Notes shall be between [___]% and [___]% per annum, calculated on the basis of a 360-day year of twelve 30-day months. The Series 2021B-1 Notes shall be sold at a price between [___]% and [___]% of the principal amount thereof, priced to yield between [___]% and [___]%.

The interest rate on the Series 2021B-2 Notes shall be between [___]% and [___]% per annum, calculated on the basis of a 360-day year of twelve 30-day months. The Series 2021B-2 Notes shall be sold at a price between [___]% and [___]% of the principal amount thereof, priced to yield between [___]% and [___]%.

The Borrower hereby authorizes the Authority to finalize the interest rates on the Notes on behalf of the Borrower within the ranges set forth above, which shall be conclusively evidenced by the execution and delivery by the Authority of the Note Purchase Agreement, dated as of even date herewith (the “Note Purchase Agreement”),

by and between the Authority, Honorable Fiona Ma, Treasurer of the State of California, as agent for sale on behalf of the Authority, and RBC Capital Markets, LLC and Citigroup (together, the “Underwriters”).

b. ***Maturity Date.*** The Maturity Date for all of the Notes shall be December 31, 2021.

c. ***Prepayment.*** The Notes are not subject to prepayment prior to the Maturity Date.

d. ***Letters of Credit.*** Payment of the principal of and interest on each series of the Notes will be supported by funds drawn under an irrevocable direct-pay letter of credit issued by either Citibank or Royal Bank of Canada (each, a “Letter of Credit Bank”), pursuant to a Reimbursement Agreement by and between such Letter of Credit Bank and the Authority (each, a “Reimbursement Agreement”). Each Letter of Credit Bank shall be paid a fee equal to \$[] (the “Letter of Credit Fee”), of which the Borrower shall pay a prorated portion based on the Borrower’s Allocable Portion. Each Reimbursement Agreement entitles the Letter of Credit Bank named therein to exercise certain rights with respect to the Notes and to reimbursement of draws at a default rate from funds on deposit or to be on deposit under the Indentures (as defined below).

e. ***Principal Amount, Issuance Costs, and Credit Enhancement Fee Deposit Amount.*** The principal amount, issuance costs and credit enhancement fee deposit amount related to the Borrower’s Allocable Portion shall be as set forth in Schedule I hereto with respect to the Borrower. Such amount shall be deposited in the funds and accounts established under the Indentures applicable to such series of the Notes, each dated as of March 1, 2021, by and between the Authority and U.S. Bank National Association (each, an “Indenture” and collectively, the “Indentures”), and shall be applied in accordance with the terms of such Indenture.

2. ***Representations and Warranties.*** The Borrower hereby represents and warrants as follows:

(a) The Borrower is a nonprofit public benefit corporation duly incorporated and in good standing under the laws of the State, and has full legal right, power and authority to deliver this Certificate, to enter into the Loan Agreement, dated as of March 1, 2021, by and between the Authority and the Borrower (the “Loan Agreement”) and to carry out all of its obligations under and consummate all transactions contemplated by the Loan Agreement, and by proper corporate action has duly authorized the execution, delivery and performance of this Certificate and the Loan Agreement.

(b) The officers of the Borrower executing this Loan Agreement are duly and properly in office and fully authorized to execute the same.

(c) The execution and delivery of this Certificate and the Loan Agreement, the consummation of the transactions herein and therein contemplated and the fulfillment of or compliance with the terms and conditions hereof and thereof, will not conflict with or constitute

a violation or breach of or default (with due notice or the passage of time or both) under the articles of incorporation of the Borrower, its bylaws, any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or any indenture, mortgage, deed of trust, loan agreement, lease, contract or other agreement or instrument to which the Borrower is a party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Borrower, which conflict, violation, breach, default, lien, charge or encumbrance might have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Loan Agreement, or the financial condition, assets, properties or operations of the Borrower.

(d) No consent or approval of any trustee or holder of any indebtedness of the Borrower or any guarantor of indebtedness of or other provider of credit or liquidity of the Borrower, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority (except with respect to any state securities or “blue sky” laws) is necessary in connection with the execution and delivery of the Loan Agreement, or the consummation of any transaction herein or therein contemplated, or the fulfillment of or compliance with the terms and conditions hereof or thereof, except as have been obtained or made and as are in full force and effect.

(e) There is no action, suit, proceeding, inquiry or investigation, before or by any court or federal, state, municipal or other governmental authority, pending, or to the knowledge of the Borrower, after reasonable investigation, threatened, against or affecting the Borrower or the assets, properties or operations of the Borrower which, if determined adversely to the Borrower or its interests, would have a material adverse effect upon the consummation of the transactions contemplated by, or the validity of, the Loan Agreement, or upon the financial condition, assets, properties or operations of the Borrower, and the Borrower is not in default (and no event has occurred and is continuing which with the giving of notice or the passage of time or both could constitute a default) with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental authority, which default might have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Loan Agreement, or the financial condition, assets, properties or operations of the Borrower. All tax returns (federal, state and local) required to be filed by or on behalf of the Borrower have been filed, and all taxes shown thereon to be due, including interest and penalties, except such, if any, as are being actively contested by the Borrower in good faith, have been paid or adequate reserves have been made for the payment thereof which reserves, if any, are reflected in the audited financial statements described therein.

(f) No written information, exhibit or report furnished to the Authority by or on behalf of the Borrower in connection with the Borrower’s application to the Program contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the Borrower has not made any independent investigation or inquiry into the truth, accuracy or completeness of any report written or provided by any third party.

(g) The Borrower is an organization described in Section 501(c)(3) of the Code and is exempt from federal income tax under Section 501(a) of the Code, except for unrelated business taxable income under Section 511 of the Code, and is not a private foundation as described in Section 509(a) of the Code.

(h) The Borrower is a “participating party” as such terms are defined in Section 17173, subdivision (i), paragraph (1), of the Act.

(i) The Borrower will apply the Borrower’s Allocable Portion exclusively to “working capital” as such term is defined in Section 17173, subdivision (k) of the Act, and, to the extent the Borrower’s Allocable Portion is related to proceeds of the Series 2021A-1 Notes or the Series 2021A-2 Notes, to working capital which is related to Borrower’s facilities expenses. The facility expenses for the fiscal year ending June 31, 2021 for each of the Borrower’s Schools participating in the Program is set forth in Schedule II attached hereto.

(j) All representations, warranties and covenants made by the Borrower in the Borrower’s application and questionnaire to the Authority for participation in the Authority’s ASAP Program are true and correct on this date as if made on this date.

3. ***Indemnification.*** To the extent permitted by law, the Borrower agrees to indemnify and hold harmless the Authority, the State Treasurer, the Underwriters, the Letter of Credit Banks and each person, if any, who controls (as such term is defined in Section 15 of the Securities Act of 1933, as amended (the “Securities Act”)) any of the Underwriters or the Letter of Credit Banks and the members, officers, agents and employees of the State Treasurer and the Authority (collectively, the “Indemnified Persons,” and individually, an “Indemnified Person”) from and against any and all judgments, losses, claims, damages or liabilities, joint or several, to which any Indemnified Person may become subject insofar as such judgments, losses, claims, damages or liabilities (or actions in respect thereof) arise out of, or are based upon any untrue statement or alleged untrue statement of a material fact provided by the Borrower in connection with the Program, or that arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and will reimburse each Indemnified Person for any legal or other expenses incurred by such Indemnified Person in connection with investigating, defending or preparing to defend any such loss, claim, damage, liability, penalty or any action in respect thereof.

In case any claim shall be made or action brought against any Indemnified Person based upon Borrower’s representations in connection with the Program, in respect of which indemnity may be sought against the Borrower hereunder, such Indemnified Party shall promptly notify the Borrower in writing setting forth the particulars of such claim or action and the Borrower shall assume the defense thereof including the retaining of counsel and the payment of all expenses. Any Indemnified Person shall have the right to retain separate counsel in any such action and to participate in the defense thereof but shall bear the fees and expenses of such counsel unless: (i) the Borrower shall have specifically authorized the retaining of such counsel and has consented to pay the fees and expenses thereof, such consent not to be unreasonably withheld; (ii) the Attorney General assumes the defense of the Authority or the State Treasurer, or any Indemnified Party thereof, in which case the Borrower shall not be entitled to assume the defense

of such suit notwithstanding its obligation to bear the fees and expenses of such counsel; (iii) the parties to such suit include said Indemnified Person, and the Borrower and such Indemnified Person or Persons have been advised by such counsel that one or more legal defenses may be available to said Indemnified Person or Persons which may not be available to the Borrower, in which case the Borrower shall not be entitled to assume the defense of such suit notwithstanding its obligation to bear the fees and expenses of such counsel; or (iv) the Borrower has failed to assume the defense and employ counsel reasonably acceptable to the Indemnitee.

4. ***Closing Requirements.*** In addition to this Certificate being delivered on the date set forth below, at or prior to the Closing Date, the Borrower commits to provide an original of each of the following documents, in each case dated as of the Closing Date (unless otherwise noted below) and satisfactory in form and substance to the Representative of the Underwriters:

(a) The execution and delivery by the Borrower of a certificate, together with a fully executed copy of the Resolution, of the secretary of the governing body of the Borrower, to the effect that: (1) such copy is a true and correct copy of the Resolution; and (2) that the Resolution was duly adopted and has not been modified, amended, rescinded or revoked and is in full force and effect on the Closing Date.

(b) The execution and delivery by the Borrower of the Loan Agreement, dated as of its dated date, substantially in the form approved in the Resolution, completed in a form acceptable to Bond Counsel.

(c) The execution and delivery by the Borrower of bring-down closing and incumbency certificates dated the Closing Date and acceptable to Bond Counsel.

(d) Delivery of a legal opinion, dated the date of Closing Date of counsel to the Borrower, in form and substance acceptable to Bond Counsel, with respect to the due authorization, execution, delivery and enforceability of the Loan Agreement and the status of the Borrower as an entity described in Section 501(c)(3) of the Code.

(e) The execution and delivery by the Borrower of a [Consent Pursuant to the Loan Agreement] acceptable to Bond Counsel.

(f) Such other certificates, instruments or opinions as Bond Counsel may deem necessary or desirable to evidence the due authorization, execution and delivery of documents pertaining to the Borrower's participation in the Program and the legal, valid and binding nature thereof, as well as compliance of all parties with the terms and conditions thereof.

5. ***Survival.*** The representations, warranties, agreements and indemnities herein shall survive the Closing Date.

6. ***Reliance.*** The undersigned understands that the foregoing information and commitments will be relied upon by the Authority, the Treasurer of the State of California, and the Underwriters in connection with entering into the Note Purchase Agreement and in connection with consummating the issuance and underwriting, respectively, of the Notes. The

Borrower acknowledges and agrees that its failure to complete the Closing Requirements described in Section 4 hereof prior to the Closing Date will result in substantial impairment to the Program and the other borrowers participating in the Program, and will subject the Borrower to substantial liabilities.

7. ***Electronic Signatures.*** To the fullest extent permitted by applicable law, electronically transmitted or facsimile signatures or other electronic format (including without limitation, “pdf” “tif” or “jpg”) and other electronic signatures (including, without limitation, DocuSign and AdobeSign) and authorized and will have the same effect as though facsimile signature or other signature were originals executions, and this Certificate will be deemed executed by a party when a signature page, or facsimile or other electronic signature pages, executed by that party is transmitted to each of the other parties as they have directed.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, this Pricing Confirmation Certificate has been executed by the undersigned authorized representative acting on behalf of the Borrower.

Dated: [Pricing Date]

[BORROWER],
a California nonprofit public benefit corporation

By: _____

SCHEDULE I

Borrower	School	Principal Amount Series 2021A-1	Principal Amount Series 2021A-2	Principal Amount Series 2021B-1	Principal Amount Series 2021B-1	Issuance Costs	Credit Enhancement Fee Deposit Amount

SCHEDULE II

BORROWER'S FACILITY EXPENSES FOR FISCAL YEAR ENDING JUNE 30, 2021

School	Amount

8.3

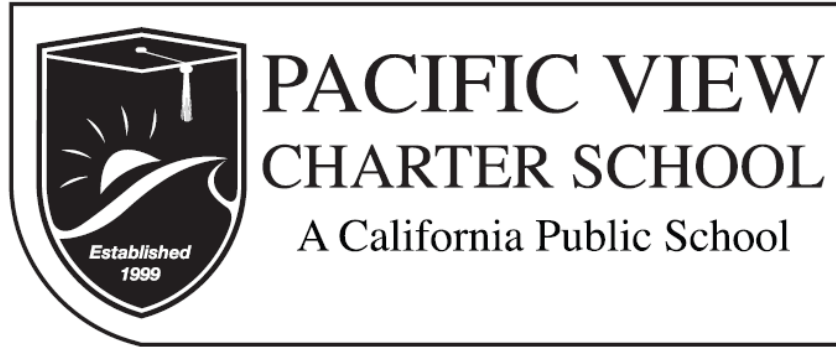
Pacific View Charter School Board Warrant Report - January 2021

Warrant ID	Remit Supp	Name	Payment Date	Total Warrant Amount	Descr	Fund	Invoice Fund Amount	PO No.	PO Ref
14740731	0000000048	Citi Cards	1/7/2021	2226.11	COVID 19 CR FUNDS-Student	6200	273.64	0000001202	COVID 19 CR FUNDS-Student
14740731	0000000048	Citi Cards	1/7/2021	2226.11	Citibank - Student Nutrition	6200	1014.20	0000001152	Student Nutrition
14740731	0000000048	Citi Cards	1/7/2021	2226.11	COSTCO - Janitorial Supplies	6200	104.50	0000001139	Janitorial Supplies - MoVal
14740731	0000000048	Citi Cards	1/7/2021	2226.11	COSTCO - Janitorial Supplies	6200	285.65	0000001138	Janitorial Supplies - Oside
14740731	0000000048	Citi Cards	1/7/2021	2226.11	Rogue - Gas, Maintenance & Fast Trax	6200	548.12	0000001065	Gas, Maintenance & Fast Trax
14740732	CA0012	CALIFORNIA COMMERCIAL SECURITY	1/7/2021	851.29	Installation of Security Roll Up Door	6200	851.29	0000001226	Installation of Security Roll Up Door
14740733	CI0003	AT&T MOBILITY	1/7/2021	421.43	Cell Phone Service	6200	378.09	0000001064	Cell Phone Services
14740733	CI0003	AT&T MOBILITY	1/7/2021	421.43	Cell Phone Replacements	6200	43.34	0000001064	Cell Phone Services
14740734	CS0008	SOUTH COUNTY PEST CONTROL, INC	1/7/2021	90.00	Pest Control Services	6200	90.00	0000001131	Pest Control Services
14740735	HR0001	HR DIRECT	1/7/2021	97.41	HR Posters Oceanside & MV	6200	97.41	0000001098	HR Posters Oceanside & MV
14740736	KM0001	KONICA MINOLTA BUS. SOLUTIONS	1/7/2021	120.97	MV Konica Copier Maintenance	6200	102.82	0000001125	Moreno Valley Copier
14740736	KM0001	KONICA MINOLTA BUS. SOLUTIONS	1/7/2021	120.97	MV Konica Copier Maintenance	6200	18.15	0000001125	Moreno Valley Copier
14740736	KM0001	KONICA MINOLTA BUS. SOLUTIONS	1/7/2021	120.97	MV Konica Copier Lease - Student	6200	0.00	0000001125	Moreno Valley Copier
14740736	KM0001	KONICA MINOLTA BUS. SOLUTIONS	1/7/2021	120.97	MV Konica Copier Lease - Admin	6200	0.00	0000001125	Moreno Valley Copier
14740737	MI0002	MISSION FEDERAL CREDIT UNION	1/7/2021	140.49	Postage Services	6200	24.99	0000001164	Oceanside Postage Expenses
14740737	MI0002	MISSION FEDERAL CREDIT UNION	1/7/2021	140.49	MFCU - Instructional Supplies	6200	115.50	0000001148	Instructional Supplies
14740738	MV0004	MV MEDICAL CTR MASTER ASSOC	1/7/2021	1153.00	Moreno Valley Property Association	6200	1153.00	0000001182	Moreno Valley Bldg Assoc Fees
14740739	MV006	MORENO VALLEY UTILITY	1/7/2021	1235.59	Utilities - Electrical Moreno	6200	1235.59	0000001080	Utilities - Electrical MV
14740740	NA0005	NATIONAL BENEFIT SERVICES, LLC	1/7/2021	75.05	Admin Fees - Cafe 125	6200	75.05	0000001105	Admin Fees - Cafe 125
14740741	PVCS02	PACIFIC VIEW CHARTER SCHOOL	1/7/2021	18130.94	Mortgage Payment Oceanside	6200	15411.30	0000001062	Mortgage Payment Oceanside
14740741	PVCS02	PACIFIC VIEW CHARTER SCHOOL	1/7/2021	18130.94	Mortgage Payment Oceanside	6200	2719.64	0000001062	Mortgage Payment Oceanside
14740742	PVLB02	LORI BENTLEY	1/7/2021	196.79	Travel Expenses	6200	196.79	Employee	Travel Expenses
14740743	RH0001	RONALD LARRY HOLDEN	1/7/2021	2600.00	Bldg Supplies	6200	0.00	0000001128	Janitorial Services - MoVal
14740743	RH0001	RONALD LARRY HOLDEN	1/7/2021	2600.00	Handyman Services	6200	0.00	0000001128	Janitorial Services - MoVal
14740743	RH0001	RONALD LARRY HOLDEN	1/7/2021	2600.00	Janitorial Services	6200	2600.00	0000001128	Janitorial Services - MoVal
14740744	VC0001	VCC OCEAN RANCH CONDO. ASSOC.	1/7/2021	6024.00	Association Fees - Oceanside	6200	6024.00	0000001133	Association Fees - Oside
14740745	WM0001	WASTE MANAGEMENT	1/7/2021	232.40	Trash Services - MoVal	6200	232.40	0000001134	Trash Collection MoVal
14741596	0000000016	Mary Jane Gardner	1/11/2021	52.44	Travel Expenses	6200	52.44	Employee	Travel Expenses
14741597	0000000088	Specialized Therapy Services, Inc	1/11/2021	10701.25	Specialized Therapy	6200	10701.25	0000001207	Academic Instruction & ERMHS
14741598	0000000092	Total Education Solutions	1/11/2021	525.00	TES	6200	525.00	0000001197	SPED Physical Therapy
14741599	0000000150	Kajeet, Inc	1/11/2021	4712.75	EXTEND KAJEET DEVICES	6200	4712.75	0000001216	Hot Spots
14741600	0000000160	Pediatric Therapy Services, LLC	1/11/2021	22267.50	Stepping Stones	6200	14845.00	0000001208	Special Ed Teacher - SFR
14741600	0000000160	Pediatric Therapy Services, LLC	1/11/2021	22267.50	Stepping Stones	6200	7422.50	0000001208	Special Ed Teacher - SFR
14741601	0000000167	HopSkipDrive, INC	1/11/2021	697.53	Transportation NPS	6200	697.53	0000001225	Transportation NPS
14741602	CA0012	CALIFORNIA COMMERCIAL SECURITY	1/11/2021	146.91	Security System - Oceanside	6200	146.91	0000001136	Security System - Oside
14741603	CU0002	BearCom	1/11/2021	719.87	Batteries For Emergency Radio	6200	319.87	0000001223	Replacement Batteries - Radios
14741603	CU0002	BearCom	1/11/2021	719.87	Batteries for Emergency Radios	6200	400.00	0000001223	Replacement Batteries - Radios
14741604	DS0003	SPARKLETTS & SIERRA SPRINGS	1/11/2021	85.14	Bottled Water	6200	32.26	0000001132	Bottled Water Service
14741604	DS0003	SPARKLETTS & SIERRA SPRINGS	1/11/2021	85.14	Bottled Water	6200	52.88	0000001132	Bottled Water Service
14741605	PH0001	City of San Diego - Project Heartbeat	1/11/2021	75.00	Project Heartbeat Service	6200	75.00	0000001229	AED Service Agreement - Oside
14741606	SA0008	SAN DIEGO GAS & ELECTRIC	1/11/2021	1847.38	Utilities - Electrical	6200	1847.38	0000001130	Utilities - Electrical Oside
14742971	AD0002	ADT SECURITY SERVICES	1/14/2021	64.36	Security System - Moreno Valley	6200	64.36	0000001135	Security System MoVal
14742972	CD0001	CDW GOVERNMENT, INC.	1/14/2021	343.72	DOC CAMS CDW	6200	343.72	0000001192	DOC CAMS
14742973	CO0008	COX BUSINESS SERVICES	1/14/2021	281.15	Video Security Services	6200	281.15	0000001137	Video Security - Oceanside
14742974	CO0008	COX BUSINESS SERVICES	1/14/2021	413.41	Oceanside Phone & Internet	6200	310.06	0000001089	Oceanside Phone & Internet
14742974	CO0008	COX BUSINESS SERVICES	1/14/2021	413.41	Oceanside Phone & Internet	6200	103.35	0000001089	Oceanside Phone & Internet
14742975	KM0001	KONICA MINOLTA BUS. SOLUTIONS	1/14/2021	454.62	Oceanside Konica Copier Maint	6200	0.00	0000001126	Oceanside Copier
14742975	KM0001	KONICA MINOLTA BUS. SOLUTIONS	1/14/2021	454.62	Oceanside Konica Copier Maint	6200	0.00	0000001126	Oceanside Copier
14742975	KM0001	KONICA MINOLTA BUS. SOLUTIONS	1/14/2021	454.62	Oceanside Konica Copier Lease	6200	386.43	0000001126	Oceanside Copier

Pacific View Charter School Board Warrant Report - January 2021

Warrant ID	Remit Supp	Name	Payment Date	Total Warrant Amount	Descr	Fund	Invoice Fund Amount	PO No.	PO Ref
14742975	KM0001	KONICA MINOLTA BUS. SOLUTIONS	1/14/2021	454.62	Oceanside Konica Copier Lease	6200	68.19	0000001126	Oceanside Copier
14742976	SP0004	SCHOOL PATHWAYS, LLC	1/14/2021	2787.52	School Pathways	6200	2786.27	0000001143	School Pathways PLS Fees
14742976	SP0004	SCHOOL PATHWAYS, LLC	1/14/2021	2787.52	CalPad, Spec, SVCS, Online Reg	6200	1.25	0000001111	CalPad, Spec, SVCS, Online Reg
14743940	0000000152	Reliable Translations Inc.	1/19/2021	147.00	Translation Services	6200	147.00	0000001187	Translations Services
14743941	DE0005	DEPARTMENT OF MOTOR VEHICLES	1/19/2021	534.00	Car Registration	6200	267.00	0000001093	Car Registration
14743941	DE0005	DEPARTMENT OF MOTOR VEHICLES	1/19/2021	534.00	Car Registration	6200	267.00	0000001093	Car Registration
14743942	JP0001	JAN-PRO OF SAN DIEGO	1/19/2021	3799.00	Janitorial Services & Supplies	6200	3799.00	0000001075	Janitorial Services Oceanside
14743943	OC0002	OCEANSIDE UNIFIED SCHOOL DIST	1/19/2021	230.00	Print Shop - Cume Dividers	6200	140.00	0000001109	Print Shop - Cume Dividers
14743943	OC0002	OCEANSIDE UNIFIED SCHOOL DIST	1/19/2021	230.00	Print Shop - Cume Dividers	6200	90.00	0000001109	Print Shop - Cume Dividers
14743944	PVCS04	PACIFIC VIEW CHARTER SCHOOL	1/19/2021	12355.89	Mortgage Payment Moreno Valley	6200	9884.71	0000001063	Mortgage Payment Moreno Valley
14743944	PVCS04	PACIFIC VIEW CHARTER SCHOOL	1/19/2021	12355.89	Mortgage Payment Moreno Valley	6200	2471.18	0000001063	Mortgage Payment Moreno Valley
14744796	0000000014	Nissan Motor Acceptance Corporation	1/21/2021	705.19	Nissan	6200	343.20	0000001158	Rogues
14744796	0000000014	Nissan Motor Acceptance Corporation	1/21/2021	705.19	Nissan	6200	361.99	0000001158	Rogues
14744797	0000000088	Specialized Therapy Services, Inc	1/21/2021	8606.25	Specialized Therapy	6200	8606.25	0000001207	Academic Instruction & ERMHS
14745755	JP0001	JAN-PRO OF SAN DIEGO	1/25/2021	600.00	Suite Cleanings	6200	600.00	0000001230	Enviro Shield Cleaning
14745756	VC0003	FRONTIER	1/25/2021	376.31	Moreno Valley Phone & Internet	6200	282.23	0000001095	Moreno Valley Phone & Internet
14745756	VC0003	FRONTIER	1/25/2021	376.31	Moreno Valley Phone & Internet	6200	94.08	0000001095	Moreno Valley Phone & Internet
14746883	CI0003	AT&T MOBILITY	1/28/2021	423.55	Cell Phone Service	6200	380.21	0000001064	Cell Phone Services
14746883	CI0003	AT&T MOBILITY	1/28/2021	423.55	Cell Phone Replacements	6200	43.34	0000001064	Cell Phone Services
14746884	EM0001	EASTERN MUNICIPAL WATER DIST	1/28/2021	300.33	Water Utilities - Moreno Valley	6200	300.33	0000001072	Utilities - Water Moreno Valley

8.4



PACIFIC VIEW CHARTER SCHOOL INJURY & ILLNESS PREVENTION PROGRAM

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)

John Sturm / 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:

- Compliance with the PVCS COVID-19 Plan
- 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 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

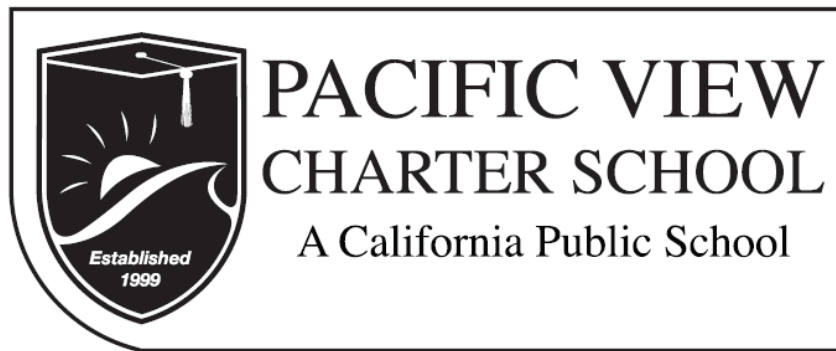
All employees will be provided with safety and health training in general safe work practices and with respect to the hazards unique to their specific job assignment. Training will be provided:

- 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



PACIFIC VIEW CHARTER SCHOOL INJURY & ILLNESS PREVENTION PROGRAM

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: 22695 Alessandro Blvd., Moreno Valley, CA 92553
Phone: (951) 697-1990

DESIGNATED PERSON(S)

Kathy Meck, Interim Site Supervisor
John Sturm, Safety Chairperson

EMPLOYEE COMPLIANCE

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

- Compliance with PVCS COVID-19 Plan
- 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 | ▪ Student Study Hall |
| ▪ Classrooms | ▪ Storage Areas |
| ▪ Computer Lab | |

Inspections are performed:

- 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.

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- 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

8.5

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

Master Contract

2020-2021

Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA

PACIFIC VIEW CHARTER SCHOOLS

Contract Year 2020-2021

Nonpublic School

X

Nonpublic Agency

Type of Contract:

X

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

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

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

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

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2020-2021

CONTRACT NUMBER:

LOCAL EDUCATION AGENCY: _____

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: _____

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or "Agreement") is entered into on July 1, 2020, between Pacific View Charter Schools, hereinafter referred to as the local educational agency ("LEA"), a member of the El Dorado Charter School SELPA and Rady's Children's Hospital (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 *et seq.* and within the professional scope of practice of each provider's license, certification and/or credential. A current copy of CONTRACTOR's nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired,

revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

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

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

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

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

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

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2020 to June 30, 2021 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2020. In the event the contract is not renegotiated by June 30th, an interim contract may be entered into as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

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

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

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

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

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

6. INDIVIDUAL SERVICES AGREEMENT ("ISA")

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

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

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

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

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

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

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

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

- e. The term “license” means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional

organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).

- f. "Parent" means:
- i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
 - ii. a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child,
 - iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare,
 - iv. a surrogate parent,
 - v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

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

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

ADMINISTRATION OF CONTRACT

8. NOTICES

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

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of the Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code

of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications by-laws; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.

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

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

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

12. VENUE AND GOVERNING LAW

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

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

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

14. TERMINATION

This Master Contract or Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

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

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. INDEMNIFICATION AND HOLD HARMLESS

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

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

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

17. INDEPENDENT CONTRACTOR

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

If the LEA is determined to be a partner, joint venture, co-principle, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

18. SUBCONTRACTING

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

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 45 Clearance Requirements and Section 46 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of

interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

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

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

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

20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each student served by CONTRACTOR. CONTRACTOR shall provide to each student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the student's IEP and as specified in the ISA. If CONTRACTOR

is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

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

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

22. GENERAL PROGRAM OF INSTRUCTION

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.*, and shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations.

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

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

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

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

23. INSTRUCTIONAL MINUTES

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

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

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

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

24. CLASS SIZE

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

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

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

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

25. CALENDARS

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

Unless otherwise specified by the students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

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

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

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic agency service provided by CONTRACTOR. Any instructional

days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

26. DATA REPORTING

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

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

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE ACHIEVEMENT TESTING

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

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

29. MANDATED ATTENDANCE AT LEA MEETINGS

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

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

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

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

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

CONTRACTOR shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies

require a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a Behavior Intervention Plan ("BIP") or Positive Behavior Intervention Plan ("PBIP"), an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following: (1) Any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock (2) An intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual. (3) An intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities. (4) An intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma. (5) Restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention. (6) Locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room. (7) An intervention that precludes adequate supervision of the individual. (8) An intervention that deprives the individual of one or more of his or her senses. (b) In the case of a child whose behavior impedes the child's learning or that of others, the individualized education program team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

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

31. STUDENT DISCIPLINE

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

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to

participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

32. IEP TEAM MEETINGS

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

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The SELPA shall provide training for any NPS and NPA to assure access to the approved system. The NPS and/or NPA shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student dis-enrolls from the NPS, the NPS/NPA shall discontinue use of the approved system for that student.

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

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall comply with LEA surrogate parent assignments. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756*. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the

educational liaison for foster children. When a pupil in foster care is enrolled in a nonpublic school by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

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

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

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

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

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its

reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

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

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

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

37. TRANSCRIPTS

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

38. STUDENT CHANGE OF RESIDENCE

Within five (5) school days from the date CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA, in writing, of the student's change of residence as specified in LEA Procedures. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered following the student's change of residence.

39. WITHDRAWAL OF STUDENT FROM PROGRAM

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

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA.

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

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

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

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1(b), AB 1858 (2004), AB490 (Chapter 862, Statutes of 2003), AB 1261 (2005), AB 1166 Chapter 171 (2015), AB 167 Chapter 224 (2010), AB 216 Chapter 324 (2013), AB 379 Chapter 772 (2015), AB 1012 Chapter 703 (2015), and the procedures set forth in the LEA Procedures. An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

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

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

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

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

42. STATE MEAL MANDATE

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

43. MONITORING

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

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

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

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

CONTRACTOR shall participate in any LEA and CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the nonpublic school, compliance

with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

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

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

PERSONNEL

44. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

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

45. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

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

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

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

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

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

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

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

47. STAFF ABSENCE

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

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

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

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

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

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.*, 49406, and Health and Safety Code Section 3454(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR

further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

50. FACILITIES AND FACILITIES MODIFICATIONS

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

51. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

52. INCIDENT/ACCIDENT REPORTING

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

53. CHILD ABUSE REPORTING

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

54. SEXUAL HARASSMENT

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

55. REPORTING OF MISSING CHILDREN

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

FINANCIAL

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

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

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

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

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

of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

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

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

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

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

57. RIGHT TO WITHHOLD PAYMENT

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

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

determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

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

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

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

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

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c) (2).

58. PAYMENT FROM OUTSIDE AGENCIES

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

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class

during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

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

NONPUBLIC SCHOOL STUDENT ABSENCE

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

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

NONPUBLIC AGENCY STAFF ABSENCE

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

NONPUBLIC AGENCY STUDENT ABSENCE

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

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

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

- a. If CONTRACTOR remains open during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.
- b. NPS School Closure- If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the

signed ISA, as though the student were continuing in their regular attendance, until alternative placement can be found.

- c. LEA and NPS School Closure- On days the LEA is funded, CONTRACTOR shall receive payment consistent with the signed ISA, until alternative placement can be found. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure.

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

61. INSPECTION AND AUDIT

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

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

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

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

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

by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

62. RATE SCHEDULE

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

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

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

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

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 2020 and terminates at 5:00 P.M. on June 30, 2021, unless sooner terminated as provided herein.

CONTRACTOR

LEA

Rady's Children's Hospital

Pacific View Charter School

Nonpublic School/Agency

LEA Name

By: _____
Signature Date

By: _____
Signature Date

Name and Title of Authorized
Representative

Gina Campbell, Executive Director
Name and Title of Authorized
Representative

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

Name and Title

Gina Campbell, Executive Director

Name and Title
Pacific View Charter Schools

Nonpublic School/Agency/Related Service Provider

LEA

3670 Ocean Ranch Blvd

Address

Address
Oceanside CA 92056

City State Zip

City State Zip
(760)757-0161 (760) 435-2666

Phone Fax

Phone Fax
gcampbell@pacificview.org

Email

Email

Additional LEA Notification
(Required if completed)

Linda Moore SpEd Coordinator

Name and Title
3670 Ocean Ranch Blvd

Address
Oceanside CA 92056

City State Zip
(760)757-0161 (760) 435-2666

Phone Fax
lmoore@pacificview.org

Email

EXHIBIT A: 2020-2021 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: _____

The CONTRACTOR CDS NUMBER: _____

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

Maximum Contract Amount: _____

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

1) Daily Basic Education Rate: _____

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

3) Related Services

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

<u>Specialized Services for Low Incidence Disabilities (610)</u>		
<u>Specialized Deaf and Hard of Hearing (710)</u>		
<u>Interpreter Services (715)</u>		
<u>Audiological Services (720)</u>		
<u>Specialized Vision Services (725)</u>		
<u>Orientation and Mobility (730)</u>		
<u>Specialized Orthopedic Services (740)</u>		
<u>Reader Services (745)</u>		
<u>Transcription Services (755)</u>		
<u>Recreation Services, Including Therapeutic (760)</u>		
<u>College Awareness (820)</u>		
<u>Work Experience Education (850)</u>		
<u>Job Coaching (855)</u>		
<u>Mentoring (860)</u>		
<u>Travel Training (870)</u>		
<u>Other Transition Services (890)</u>		
<u>Other (900)</u>		
<u>Other (900)</u>		

EXHIBIT B: 2020-2021 ISA

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on _____ or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 201____, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency _____ Nonpublic School _____

LEA Case Manager: Name _____ Phone Number _____

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

Address _____ City _____ State/Zip _____

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

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

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

AGREEMENT TERMS:

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

_____ during the extended school year

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

_____ during the extended school year

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

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

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

B. RELATED SERVICES:

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

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Other (900)J							
Other (900)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COSTS\$ _____

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

4. Other Provisions/Attachments:

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

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

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

-CONTRACTOR-

-LEA/SELPA-

(Name of Nonpublic School/Agency)

(Name of LEA/SELPA)

(Signature)

(Date)

(Signature)

(Date)

(Name and Title)

(Name of Superintendent or Authorized Designee)

8.6

PACIFIC VIEW CHARTER SCHOOL
2021-2022 SCHOOL CALENDAR- DRAFT

M T W TH F TRACK 1

TRACK 2/K-8

July

			1	2	Track 1 Starts 7.1
5	6	7	8	9	Independence Day
12	13	14	15	16	
19	20	21	22	23	
26	27	28	29	30	21 Days

August

2	3	4	5	6	
9	10	11	12	13	
16	17	18	19	20	Track 2 Starts 8/17
23	24	25	26	27	
30	31				22 Days (cum 43) 11 Days

September

		1	2	3	
6	7	8	9	10	Labor day
13	14	15	16	17	
20	21	22	23	24	
27	28	29	30		21 Days (cum 64) 21 Days (Cum 32)

October

				1	
4	5	6	7	8	
11	12	13	14	15	
18	19	20	21	22	
25	26	27	28	29	21 Days (cum 85) 21 Days (Cum 53)

November

1	2	3	4	5	First Semester Ends 11/5
8	9	10	11	12	Veteran's Day
15	16	17	18	19	
22	23	24	25	26	Thanksgiving Week
29	30				16 Days (cum 101) 16 Days (Cum 69)

December

		1	2	3	
6	7	8	9	10	
13	14	15	16	17	13 Days (cum 114) 13 Days (Cum 82)
20	21	22	23	24	
27	28	29	30	31	

January

					New Year's Day
3	4	5	6	7	observed
10	11	12	13	14	First Semester Ends 1/07

<u>17</u>	18	19	20	21	MLK Day
24	25	26	27	28	19 Days (cum 133) 19 Days (Cum 101)
31					

February

	1	2	3	4	
7	8	9	10	<u>11</u>	President Days
<u>14</u>	15	16	17	18	
21	22	23	24	25	18 Days (Cum 151) 18 Days (Cum 119)
28					

March

	1	2	3	4	
7	8	9	10	11	
14	15	16	17	18	
21	22	23	24	25	
28	29	30	31		23 Days (Cum 174) 23 Days (Cum 142)

1 Day (Cum 175)
Track 1 ends 4/1
Second Semester Ends
1 4-1

April

<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	Spring Break
<u>11</u>	12	13	14	15	Interession 4/11
18	19	20	21	22	
25	26	27	28	29	16 Days (Cum 158)

May

2	3	4	5	6	
9	10	11	12	13	
16	17	18	19	<u>20</u>	Interession Ends 5/20
23	24	25	26	27	17Days (Cum 175) Track 2 ends 5/24 Second Semester Ends 5-24
<u>30</u>	31				Memorial Day

June

		1	2	3	
6	7	8	9	10	
13	14	15	16	17	
20	21	22	23	24	
27	28	29	30		

8.7

PACIFIC VIEW CHARTER SCHOOL

BOARD OF TRUSTEES' MEETING

February 16, 2021

2020/2021 SECOND INTERIM REPORT

Pacific View Charter School
2020/21 Second Interim Budget
Financial Summary – January 31, 2021

Legislation outlined in Education Code Section 47604.33 requires Charter Schools to report their financial statements four times a year to their Sponsoring District, County Office of Education, and the California Department of Education. The financial reporting includes Budget Adoption, First Interim, Second Interim and Unaudited Actuals. The enclosed financial reports provide an update and detail of the School's 2020/21 financial status, Second Interim 2020/21 Budget and projections for two subsequent fiscal years. The 2020/21 Budget will require the Board's review and action.

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

- ✓ 2020/21 Multi-year Projection and Assumptions
- ✓ 2020/21 Local Control Funding Formula Summary
- ✓ 2020/21 School Services Dartboard
- ✓ 2020/21 Second Interim Certification Form

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

	K-3	4-6	7-8	9-12
LCFF Base Grant	7702	7818	8050	9329
Supplemental Grants	20%	20%	20%	20%
Concentration Grants	50%	50%	50%	50%

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

	2020/21	2021/22	2022/23
Enrollment	618	648	678
A.D.A	723.14	756.90	794.91
A.D.A. Ratio	1.17%	1.17%	1.17%

**Pacific View Charter School
2020/21 Second Interim Budget
Financial Summary – January 31, 2021**

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

Revenue Budget Line Item	Description	Amount
62-00-0000-0000-0000-8011	LCFF	\$31,727.00
62-00-6500-5001-8181	Special Ed PY	72,875.00
62-00-0000-0000-8550	Mandated Cost Reimbursement	28,894.00
62-00-0000-0000-8660	Other Local Revenues	8269.00
Total Revenue Increase		\$141,765.00

Expenditure Budget Line Item	Description	Amount
62-00-1110-1000-1100	Certificated Salaries	\$6,206.00
62-00-0000-0000-3000	Certificated Benefits	1,306.00
62-00-0000-0000-5000	Operating Expenditures	9,240.00
Total Expenditure Increase		\$16,753.00

**PACIFIC VIEW CHARTER SCHOOL
MULTI-YEAR PROJECTION
2020-2023 Second Interim Budget**

ENTERPRISE FUND		2020-21 First Interim Budget	2020-21 Second Interim Budget	2021-22 Projected Budget	2022-23 Projected Budget
A. REVENUES					
1) Revenue Limit Sources	8010-8099	7,817,615	7,849,342	8,389,212	9,210,944
2) Other Federal Revenues	8100-8299		0	0	0
3) Other State Revenues	8300-8599	824,275	926,044	706,147	706,147
4) Other Local Revenues	8600-8799	10,828	19,097	10,000	10,000
5) TOTAL REVENUES		8,652,718	8,794,483	9,105,359	9,927,091
B. EXPENDITURES					
1) Certificated Salaries	1000-1999	3,761,161	3,767,367	3,880,388	3,996,800
2) Classified Salaries	2000-2999	1,162,881	1,162,881	1,197,767	1,233,700
3) Employee Fringes	3000-3999	1,715,886	1,717,192	1,767,502	1,944,373
4) Books, Supplies, Non-Capital Equip	4000-4999	398,362	398,362	358,222	368,969
5) Services, Other Operating Exp	5000-5999	1,563,333	1,572,573	1,139,313	1,173,493
7) Other Outgo	7100-7299	0	0	0	0
8) Direct Support/Indirect Costs	7300-7399	0	0	0	0
9) TOTAL EXPENDITURES		8,601,623	8,618,376	8,343,193	8,717,335
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES & USES		51,095	176,107	762,166	1,209,756
D. Other Financing Sources/Uses					
1) Interfund Transfers In - 8919					
2) Interfund Transfers Out - 7619					
E. Net Increase(Decrease) in Fund Balance		51,095	176,107	762,166	1,209,756
F. FUND BALANCE, RESERVES					
1) Fund 62/62-01 Beginning Balance/July 1		7,196,667	7,196,667	7,372,774	8,134,940
2) Ending Balance		7,247,762	7,372,774	8,134,940	9,344,697
Components of Fund Balance					
Restricted for Econ Uncert.		258,049	258,551	250,296	261,520
Restricted for Special Purposes		6,989,713	7,114,223	7,884,644	9,083,177
Undesignated		0	0	0	0
Total Components of Fund Balance		7,247,762	7,372,774	8,134,940	9,344,697

**PACIFIC VIEW CHARTER SCHOOL
MULTI-YEAR PROJECTION
2020-2023 Second Interim Budget**

		2020-21 First Interim	2020-21 Second Interim	2021-22 Projected Budget	2022-23 Projected Budget
Designated for Economic Uncertainty		258,049	258,551	250,296	261,520
TOTAL		258,049	258,551	250,296	261,520
Revolving Cash Reserve		700	700	700	700
Deferred Maintenance Reserve		50,000	50,000	50,000	50,000
Laptops/Laptop Cart Replacements		50,000	50,000	50,000	50,000
Payroll/Facilities Reserve		217,000	217,000	217,000	217,000
Land/Bldg/Deprec/Growth		6,445,980	6,570,490	7,340,911	8,539,444
Long Term Debt Reserve (Building)		217,571	217,571	217,571	217,571
Long Term Debt Reserve (Automobile)		8,462	8,462	8,462	8,462
STRS/PERS Unfunded Liability					
TOTAL		6,989,713	7,114,223	7,884,644	9,083,177
Undesignated	9790-000	0	0	0	(0)
TOTAL		0	0	0	(0)
TOTAL RESERVES		7,247,762	7,372,774	8,134,940	9,344,697

**PACIFIC VIEW CHARTER SCHOOL
MULTI-YEAR PROJECTION
2020-2023 Second Interim Budget**

	2020-21 PROJECTED	2021-22 PROJECTED	2022-23 PROJECTED
<u>REVENUE</u>			
1. COLA	2.31%	1.50%	2.98%
2. LOTTERY	\$150.00	\$150.00	\$150.00
3. ENROLLMENT ESTIMATES			
Totals	618	648	678
4. ENROLLMENT INCREASE(DECREASE)	0	30	30
5. REVENUE LIMIT ADA	723.14	756.90	794.91
<u>EXPENDITURES</u>			
1. FRINGE BENEFIT RATES			
STRS State Teachers Retirement System	16.15%	15.920%	18.00%
PERS Public Employee Retirement System	20.700%	23.000%	26.300%
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	\$ 540,617	\$ 556,836	\$ 573,541
Books and Supplies/Other Operating Services	5%	3%	3%

**PACIFIC VIEW CHARTER SCHOOL
MULTI-YEAR PROJECTION
2020-2023 Second Interim Budget**

REVENUES	2020-21	2021-22	2022-23
<i>Total Student Enrollment</i>	618	648	678
<i>Total Student ADA</i>	723.14	756.90	794.91
<i>Student ADA at 111% - MS - Grade K-3</i>	9.34	9.43	9.49
<i>Student ADA at 111% - MS - Grade 4-6</i>	30.65	35.81	36.22
<i>Student ADA at 111% - MS - Grade 7-8</i>	126.62	143.77	159.23
<i>Student ADA at 111% - HS - Grade 9-12</i>	556.53	567.89	589.97
Revenue Limit Sources			
0000-000 8011 LCFF Base Funding	2,591,039	3,865,194	4,399,947
0000-000-8011-001 LCFF Base Funding Prior Year			
0000-500-8011 Supplemental & Concentration Grants	1,050,005	1,169,207	1,412,857
0000-500-8011-001 Supplemental & Concentratio Grants PY	0	0	0
1400-000-8012 Education Protection Account	1,582,399	862,813	906,142
1400-000-8012-001 Education Protection Account Prior Year	0	0	0
0000-000-8096 In lieu of Property Taxes-Included in Prin Appor	2,491,998	2,491,998	2,491,998
0000-000-8096 PY In lieu Property Tax	133,901		
TOTALS	7,849,342	8,389,212	9,210,944
Other State Revenues			
6500-5001-8792 Special Education	454,309	454,309	454,309
6500-5001-8181 Special Edcuation IDEA	77,250	77,250	77,250
6500-5001-8181 Special Edcuation PY funds	72,875	0	0
1100-000-8560 State Lottery - CY Unrestricted	108,312	108,312	108,312
1100-000-8560-001 State Lottery - Prior Year Unrestricted	14,873	0	0
6300-000-8560 State Lottery - CY Restricted	35,382	35,382	35,382
6300-000-8560-001 State Lottery Restricted PY Adjustment	16,115	0	0
Various-8590 Star Testing Revenue	2,000	2,000	2,000
6200-8550 Mandated Cost Reimbursement	28,894	28,894	28,894
Coronavirus Funds	116,035	0	0
TOTALS	926,044	706,147	706,147
Other Local Revenues			
0000-000-8660 Interest	16,692	8,000	8,000
0000-000-8660002 Interest PY	405		
0000-000-8699 All other local revenue	2,000	2,000	2,000
TOTALS	19,097	10,000	10,000
TOTAL REVENUE	\$8,794,483	\$9,105,359	\$9,927,091

**PACIFIC VIEW CHARTER SCHOOL
MULTI-YEAR PROJECTION
2020-2023 Second Interim Budget**

EXPENDITURES		2020-21	2021-22	2022-23
<i>Certificated Salaries</i>				
1000-1999		3,767,367	3,880,388	3,996,800
<i>Classified Salaries</i>				
2000-2999		1,162,881	1,197,767	1,233,700
<i>Employee Fringes</i>				
3111/3211 STRS		618,518	617,758	719,424
3212 PERS		233,448	275,487	324,463
3311/3312 Social Security		80,149	74,262	76,489
3321/3322 Medicare		71,489	73,633	75,842
3401/3402 Health & Welfare Benefits		540,617	556,836	573,541
3501/3502 Unemployment Insurance		71,408	73,550	75,757
3601/3602 Workman's Compensation Ins.		101,563	95,977	98,856
TOTALS		1,717,192	1,767,502	1,944,373
<i>Books and Supplies</i>				
4000-4999		398,362	358,222	368,969
<i>Services, Other Operating Expense</i>				
5000-5999		1,572,573	1,139,313	1,173,493
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				
<i>Other Outgo</i>		0	0	0
<i>Direct Support/Indirect Costs</i>		0	0	0
TOTAL EXPENDITURES		\$8,618,376	\$8,343,193	\$8,717,335

LCFF Calculator Universal Assumptions						
Pacific View Charter (3731221) - Second I						
Summary of Funding						
	2020-21	2021-22	2022-23	2023-24	2024-25	
Target Components:						
COLA & Augmentation	0.00%	3.84%	2.98%	3.05%	0.00%	
Base Grant Proration Factor	0.00%	0.00%	0.00%	0.00%	0.00%	
Add-on, ERT & MSA Proration Factor	0.00%	0.00%	0.00%	0.00%	0.00%	
Base Grant	6,522,718	7,069,050	7,637,152	8,162,367	8,532,262	
Grade Span Adjustment	142,718	150,955	160,935	169,380	176,471	
Supplemental Grant	823,714	901,345	1,054,145	1,076,461	1,077,443	
Concentration Grant	226,291	267,862	358,712	383,261	298,710	
Add-ons	-	-	-	-	-	
Total Target	7,715,441	8,389,212	9,210,944	9,791,469	10,084,886	
Transition Components:						
Target	\$ 7,715,441	\$ 8,389,212	\$ 9,210,944	\$ 9,791,469	\$ 10,084,886	
Funded Based on Target Formula (PY P-2)	TRUE	TRUE	TRUE	TRUE	TRUE	
Floor	7,526,436	7,876,933	8,271,553	8,592,876	8,982,824	
Remaining Need after Gap (informational only)	-	-	-	-	-	
Gap %	100%	100%	100%	100%	100%	
Current Year Gap Funding	-	-	-	-	-	
Miscellaneous Adjustments	-	-	-	-	-	
Economic Recovery Target	-	-	-	-	-	
Additional State Aid	-	-	-	-	-	
Total LCFF Entitlement	\$ 7,715,441	\$ 8,389,212	\$ 9,210,944	\$ 9,791,469	\$ 10,084,886	
Components of LCFF By Object Code						
	2020-21	2021-22	2022-23	2023-24	2024-25	
8011 - State Aid	\$ 3,641,044	\$ 5,034,401	\$ 5,812,804	\$ 6,358,049	\$ 6,608,650	
8011 - Fair Share						
8311 & 8590 - Categoricals	-	-	-	-	-	
EPA (for LCFF Calculation purposes)	1,582,399	862,813	906,142	941,422	984,238	
Local Revenue Sources:						
8021 to 8089 - Property Taxes	-	-	-	-	-	
8096 - In-Lieu of Property Taxes	2,491,998	2,491,998	2,491,998	2,491,998	2,491,998	
Property Taxes net of in-lieu	-	-	-	-	-	
TOTAL FUNDING	\$ 7,715,441	\$ 8,389,212	\$ 9,210,944	\$ 9,791,469	\$ 10,084,886	
Basic Aid Status	-	-	-	\$ -	\$ -	
Less: Excess Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	
Less: EPA in Excess to LCFF Funding	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Phase-In Entitlement	\$ 7,715,441	\$ 8,389,212	\$ 9,210,944	\$ 9,791,469	\$ 10,084,886	
EPA Details						
% of Adjusted Revenue Limit - Annual	36.47280930%	19.00000000%	19.00000000%	19.00000000%	19.00000000%	
% of Adjusted Revenue Limit - P-2	36.47280930%	19.00000000%	19.00000000%	19.00000000%	19.00000000%	
EPA (for LCFF Calculation purposes)	\$ 1,582,399	\$ 862,813	\$ 906,142	\$ 941,422	\$ 984,238	
8012 - EPA, Current Year Receipt						
(P-2 plus Current Year Accrual)	1,582,399	862,813	906,142	941,422	984,238	
8019 - EPA, Prior Year Adjustment						
(P-A less Prior Year Accrual)	-	-	-	-	-	
Accrual (from Assumptions)	-	-	-	-	-	

LCFF Calculator Universal Assumptions					
Pacific View Charter (3731221) - Second I					
Summary of Student Population					
	2020-21	2021-22	2022-23	2023-24	2024-25
Unduplicated Pupil Population					
Enrollment	618	648	678	708	738
COE Enrollment	-	-	-	-	-
<i>Total Enrollment</i>	<i>618</i>	<i>648</i>	<i>678</i>	<i>708</i>	<i>738</i>
Unduplicated Pupil Count	438	438	438	438	438
COE Unduplicated Pupil Count	-	-	-	-	-
<i>Total Unduplicated Pupil Count</i>	<i>438</i>	<i>438</i>	<i>438</i>	<i>438</i>	<i>438</i>
Rolling %, Supplemental Grant	61.7900%	62.4200%	67.5900%	64.6000%	61.8600%
Rolling %, Concentration Grant	61.7900%	62.4200%	64.2000%	64.2000%	61.8600%
FUNDED ADA					
Adjusted Base Grant ADA	<i>Current Year</i>	<i>Current Year</i>	<i>Current Year</i>	<i>Current Year</i>	<i>Current Year</i>
Grades TK-3	9.34	9.43	9.49	9.56	9.66
Grades 4-6	30.65	35.81	36.22	36.99	37.79
Grades 7-8	126.62	143.77	159.23	176.54	186.98
Grades 9-12	556.53	567.89	589.97	602.77	628.99
Total Adjusted Base Grant ADA	723.14	756.90	794.91	825.86	863.42
Necessary Small School ADA	<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	-	-	-	-	-
Total Necessary Small School ADA	-	-	-	-	-
Total Funded ADA	723.14	756.90	794.91	825.86	863.42
ACTUAL ADA (Current Year Only)					
Grades TK-3	9.34	9.43	9.49	9.56	9.66
Grades 4-6	30.65	35.81	36.22	36.99	37.79
Grades 7-8	126.62	143.77	159.23	176.54	186.98
Grades 9-12	556.53	567.89	589.97	602.77	628.99
Total Actual ADA	723.14	756.90	794.91	825.86	863.42
<i>Funded Difference (Funded ADA less Actual ADA)</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>
LCAP Percentage to Increase or Improve Services					
	2020-21	2021-22	2022-23	2023-24	2024-25
Current year estimated supplemental and concent \$	1,050,005 \$	1,169,207 \$	1,412,857 \$	1,459,722 \$	1,376,153
Current year Percentage to Increase or Improve Se	15.75%	16.19%	18.12%	17.52%	15.80%

SSC School District and Charter School Financial Projection Dartboard 2021–22 Governor’s Budget

This version of School Services of California Inc.’s (SSC) Financial Projection Dartboard is based on the 2021–22 Governor’s Budget proposal. We have updated the cost-of-living adjustment (COLA), Consumer Price Index (CPI), and ten-year T-bill planning factors per the latest economic forecasts. We have also updated the Local Control Funding Formula (LCFF) factors. We rely on various state agencies and outside sources in developing these factors, but we assume responsibility for them with the understanding that they are general guidelines.

LCFF PLANNING FACTORS					
Factor	2020–21	2021–22	2022–23	2023–24	2024–25
Department of Finance (DOF) Estimated Statutory COLA	2.31%	1.50% ¹	2.98%	3.05%	N/A
DOF Estimated Funded COLA	0.00%	3.84% ²	2.98%	3.05%	N/A
SSC Estimated Statutory COLA ³	0.00%	3.84%	1.28%	1.61%	1.90%

LCFF GRADE SPAN FACTORS FOR 2021–22				
Entitlement Factors per ADA*	K–3	4–6	7–8	9–12
2020–21 Base Grants	\$7,702	\$7,818	\$8,050	\$9,329
Compounded COLA at 3.84%	\$296	\$300	\$309	\$358
2021–22 Base Grants	\$7,998	\$8,118	\$8,359	\$9,687
Grade Span Adjustment Factors	10.4%	–	–	2.6%
Grade Span Adjustment Amounts	\$832	–	–	\$252
2021–22 Adjusted Base Grants ⁴	\$8,830	\$8,118	\$8,359	\$9,939

*Average daily attendance (ADA)

OTHER PLANNING FACTORS						
Factors		2020–21	2021–22	2022–23	2023–24	2024–25
California CPI		1.44%	1.57%	1.82%	2.12%	2.40%
California Lottery	Unrestricted per ADA	\$150	\$150	\$150	\$150	\$150
	Restricted per ADA	\$49	\$49	\$49	\$49	\$49
Mandate Block Grant (District)	Grades K–8 per ADA	\$32.18	\$32.66	\$33.08	\$33.61	\$34.25
	Grades 9–12 per ADA	\$61.94	\$62.87	\$63.67	\$64.70	\$65.93
Mandate Block Grant (Charter)	Grades K–8 per ADA	\$16.86	\$17.11	\$17.33	\$17.61	\$17.94
	Grades 9–12 per ADA	\$46.87	\$47.57	\$48.18	\$48.96	\$49.89
Interest Rate for Ten-Year Treasuries		0.98%	1.48%	1.65%	1.90%	2.10%
CalSTRS Employer Rate ⁵		16.15%	15.92%	18.00%	18.00%	18.00%
CalPERS Employer Rate ⁵		20.70%	23.00%	26.30%	27.30%	27.80%

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

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

²Amount represents the 2020–21 unfunded statutory COLA of 2.31% compounded with the 2021–22 estimated statutory COLA of 1.50%.

³Estimated Statutory COLAs in 2022-23 and beyond are estimated using an independent economist and represent an alternative more closely aligned with the changes in consumer price index.

⁴Additional funding is provided for students who are designated as eligible for free or reduced-price meals, foster youth, and English language learners. A 20% augmentation is provided for each eligible student with an additional 50% for each eligible student beyond the 55% identification rate threshold.

⁵California State Teachers’ Retirement System (CalSTRS) and California Public Employees’ Retirement System (CalPERS) rates in 2020–21 and 2021–22 were bought down by a \$2.3 billion payment from state of California. Rates in the following years are subject to change based on determination by the respective governing boards.

Pacific View Charter School
Second Interim Report
Charter Number 247
CDE Number 37-73569
Fiscal Year 2020/2021
Charter School Certification

2020/2021 Second Interim is hereby submitted to the chartering authority and the county superintendent of schools.

Signed: _____ Date: _____
Charter School Official

Printed Name: Gina Campbell, Executive Director

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

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

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Pacific View Charter School Annual Report 2019-2020



Report Highlights

1. PVCS continues to service a diverse student population, mirroring the district demographics while also enrolling any and all students who wish to attend the school. Pages 10, 12-13
2. PVCS was approved for Dashboard Alternative School Status (DASS) from the California Department of Education, acknowledging that the school services a high risk student population and changing the way the school is evaluated on the California School Dashboard and the charter renewal requirements. Page 19
3. When compared to all other DASS schools, PVCS ranks 2nd for math performance and 4th for ELA performance, demonstrating that the supports in place to assist students are successful for the population of students served by the school. Pages 23, 26
4. Students who have attended PVCS for multiple years, significantly outperformed those only enrolled for less than a year in both Math and ELA. Page 28
5. Middle school students in reading intervention showed over a year's growth in one semester during the 19/20 school year. Pages 31-32
6. Low income students continue to outperform all students in semester grades, indicating that the interventions and supports for these students are successful. Pages 39-42
7. When comparing grade data by race/ethnicity, there continues to be no significant disparity between student groups. Pages 36-39
8. Although impacted by the Covid-19 crisis, high school students did not show an increase in Ds/Fs for semester 1 grades as compared to previous years. Pages 34-35
9. When calculated locally, PVCS continues to have a graduation rate comparable to the state rate. Page 43
10. All students who were on track to graduate when Covid crisis began were able to do so in the 19/20 school year. Page 44



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Pacific View Charter School is a direct-funded K-12 WASC-accredited charter school situated in Oceanside serving approximately 600 students each year. In 1999, the school was chartered by the Oceanside Unified School District. It provides a combination/hybrid of classroom and non-classroom-based instruction through a Personalized Learning Model. In August 2015, PVCS opened an additional site in Moreno Valley, with the capacity of serving half the students in grades K-12 in Oceanside, through a non-classroom based Learning Center. The attendance area for Pacific View includes San Diego County and all contiguous counties in accordance with the law.

1. School Programs

Pacific View Charter School is open to all students seeking an alternative educational program. It 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 student and parent/guardians at regularly scheduled conferences to review assignments 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, guided textbook use, and the ability to work in teacher offices, among others. Interventions in Math and Reading are offered to students who are below grade level and need additional support. Direct instruction is also provided to all levels of students in English Writing Workshops, Math classes, and Biology lab for students grades 9-12.
3. Curriculum is aligned to the Common Core, Next Generation State Standards and the HSS Framework. Specialized small group instruction may be offered to elementary, middle school, and high school students in various academic subjects and extra-curricular activities are offered to provide support and promote social interaction.
4. High school students are encouraged to take community college classes as well as at Adult Education to assist them in meeting graduation requirements and 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 as a 6-week intercession from April to May. The K-8 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, tutoring, learning team meetings, communication, collection and grading of assignments.
7. Students in grades K-6 utilize [Calvert Online Curriculum](#). Middle and High school students use Common Core aligned teacher developed curriculum in conjunction with traditional textbooks as well as [Calvert](#) and [Edgenuity](#) online curriculum.

Grades K-6

In grades K-6, a Credentialed Supervisory teacher meets with the parent/guardian and students once every 2 weeks for approximately an hour. During this meeting, teachers conduct a progress check, administer quiz(es), and/or oral/writing assessments, and monitor student progress. Calvert Learning Online Curriculum offers a combination of interactive online lessons with offline materials that supports the diverse learning styles of students. In addition, grades K-6 may participate in optional enrichment classes and field trips. PVCS offers the following student academic support and enrichment for elementary students: [IXL](#): a supplemental math tool that allows students to master difficult math concepts. On IXL, math is more than just numbers. With unlimited questions, engaging item types, and real-world scenarios, IXL helps students experience math at its most mesmerizing!

Grades 7-8

Students in grades 7-8 may choose from a homeschool program or a 4-day a week onsite program. Students who are homeschooled meet twice a month with their Supervisory teacher. During this meeting, teachers conduct a progress check, administer quiz(es), and/or oral/writing assessments, and monitor student progress. Both Calvert and Edgenuity Curriculum are utilized and offer a combination of interactive online lessons with offline materials that supports the diverse learning styles of students. Students who choose the classroom options are provided direct instruction from credentialed teachers and afforded the opportunity to work on coursework, receive academic support from peer tutors, and work in collaborative learning groups. In addition, PVCS offers the following student academic support and enrichment for middle school students:

- 1:1 Chromebooks – all students in grades 6-8 are issued a Chromebook and bag, which allows them to access their coursework, digital textbooks and complete assignments.
- College and career planning resources and lessons taught through the Exploratory elective and presentations from area colleges and programs.
- Reading and math intervention and extension.
- Computer Lab/Study Hall: Students have daily access to the Computer Lab/Study Hall where instructional aides are available to assist students with their coursework. The Computer Lab/Study Hall is a quiet area that allows students to take tests, receive help on their coursework, and concentrate on their studies.
- Student Enrichment: PVCS offers student activities within the community which may include Sea World, San Diego Natural History Museum, Surf Museum, San Diego Zoo, and others.
- Wednesday Study Hall: Students who need extra support have access to our support classroom on Wednesdays.

- After School Tutoring: Students have access one hour a day with their credentialed teacher for extra support.

Grades 9-12

PVCS offers an independent study/personalized-learning environment for high school students.

A Credentialed Supervisory teacher meets with the parent/guardian and the student on a weekly basis for approximately an hour. During this meeting, teachers conduct a progress check, administer quizzes, and/or oral/writing assessments, and monitor student progress.

Meeting times may vary in frequency depending on the individualized needs of the student. The majority of assessments are administered onsite for grades 9-12, to ensure academic integrity. There are several courses that may require weekly attendance in addition to the meeting with the Supervisory Teacher. They include Math courses, Literacy Prep, English 3D, English, Biology Lab, and Study Skills. PVCS offers various curricular options for students, which include:

- Traditional textbook-based curriculum that is Common Core aligned and UC A-G approved
- Workshop classes, where students receive onsite instruction with a reduced student to teacher ratio of 25:1
- Online Courses which are UC A-G approved
- Credit Recovery Online Courses

PVCS offers the following academic and social enrichment programs:

- Tutoring and workshops – by teachers and instructional aides for all core subjects
- Weekly Office hours with the Supervisory Teacher
- Enrichment, including student-led clubs
- Club Sports including: Flag Football, Cheerleading, Soccer and Basketball
- College & Career events – PVCS hosts monthly presentations by/at local colleges and trade school

Instructional Materials

High School

English/Language Arts	Edgenuity®, Holt, <i>Literature & Language</i>
Math	Edgenuity®, Prentice Hall
World History	Edgenuity®, McGraw Hill, <i>World History, Cultures & Geography</i>
US History	Edgenuity®, Boorstein Killey, <i>History of the U.S.</i>
American Government	Edgenuity® Prentice Hall, MacGruder's <i>American Government</i>

Economics	Edgenuity®, Prentice Hall, <i>Economics and Principles in Action</i>
Science	Edgenuity®, Holt, <i>Ca Education & the Environment Initiative</i>
Spanish	Edgenuity®
World Cultures	Prentice Hall
Health	Edgenuity®, Prentice Hall, <i>Rights, Respect & Responsibility</i>

Middle School

Language Arts, 6-8	CA Journeys, HMH Ca Collections, Calvert
Math, 6	Math Expressions, Calvert
Math, 7-8	Pearson enVision Math, Calvert
History/Social Studies, 6	Teacher Curriculum Institute, <i>The Ancient World</i> , Calvert, Edgenuity
History/Social Studies, 7	Teacher Curriculum Institute, <i>The Medieval World</i> , Calvert, Edgenuity
History/Social Studies, 8	Teacher Curriculum Institute, <i>The United States Through Modern Times</i> , Calvert
Science, 6-8	Edgenuity®, Amplify Science

Elementary

Language Arts, K-5	Calvert
Language Arts, 5	CA Journeys, Calvert
Math, K-5	Calvert
Math, 5	Calvert

2. Enrollment

Upon enrollment, a Supervisory Teacher is assigned who meets with the student and parent/guardian. The student is administered diagnostic assessments in Reading and Mathematics using web-based assessments, followed by a transcript review. A Personalized Learning Plan (PLP) is then developed based on an analysis of the following: diagnostic assessment results, transcript review, and goals identified by the student and parent. For students with IEP's, the Resource Specialist conducts the Change of Placement IEP within 30 days of enrollment to ensure that IEP goals and student needs/modifications are addressed and provided. For students identified as English Learners, a home language survey is also administered.

PVCS communicates with current and prospective students and families through its website, which is updated on a weekly basis and Social Media including Facebook, Instagram, Twitter, YouTube, Google+, Google Adworks, and Yelp. In addition, links to our school's website can also be found in the Oceanside and San Marcos Chamber of Commerce. Our school is working to partner with the Moreno Valley Chamber of Commerce to promote its new school facility site.

Student Enrollment by Grade Level

Kindergarten	7
First	5
Second	3
Third	3
Fourth	2
Fifth	2
Sixth	26
Seventh	59
Eighth	49
Ninth	57
Tenth	102
Eleventh	120
Twelfth	184
Total	619

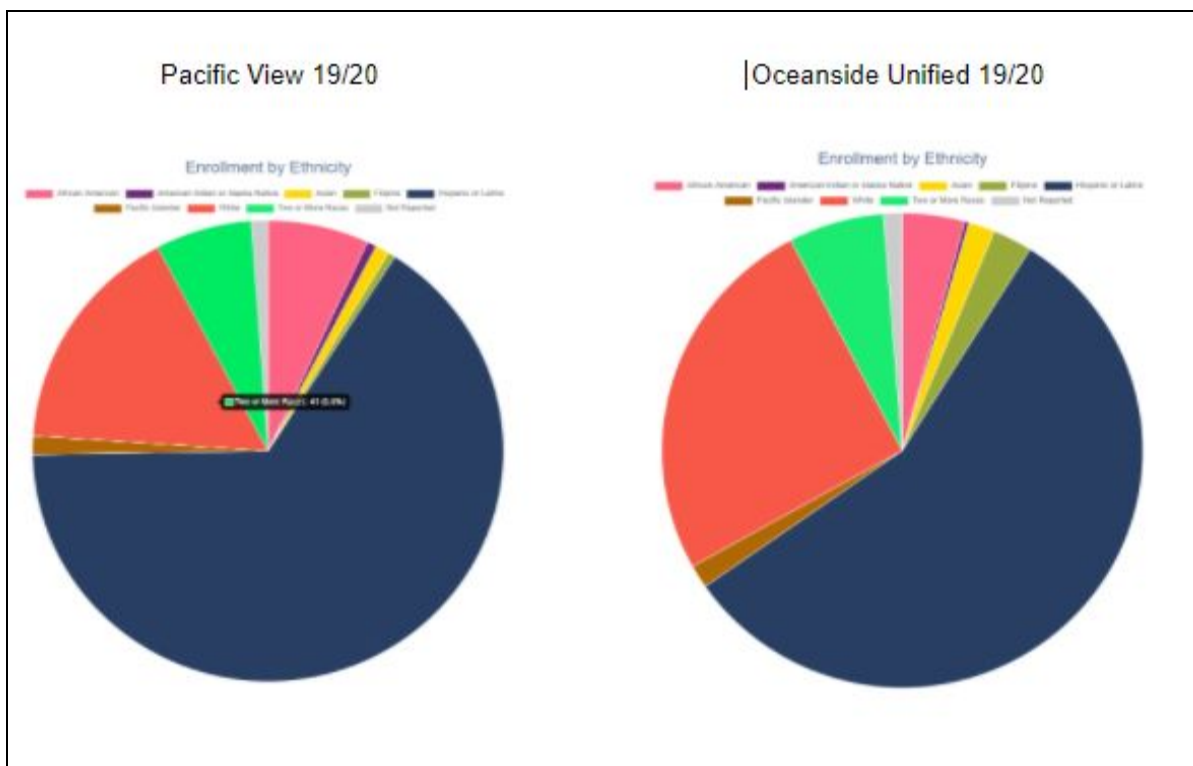
Enrollment by Gender

Year	Male	Female	Non Binary	Total
2019-2020	294	324	1	619
2018-2019	294	296	0	590
2017-2018	248	264	0	512

Enrollment by Ethnicity 2019-2020

Group	Enrollment
American Indian or Alaskan Native	7
Black or African American	71
Hawaaiian	7
Hispanic or Latino	412
Asian/Other	5
Declined to State	6
White	111
Total	619

Ethnicity Enrollment Comparison PVCS and OUSD



Enrollment by District 2019-2020

District	Number
Oceanside	255
Vista	138
Carlsbad	6
San Diego	4
Fallbrook	5
Riverside County	203
San Marcos	7
Escondido	1
Total	619

Enrollment by Subgroups

Economically Disadvantaged

Year	FRPM Eligible Students	% of Enrolled Students
2019-2020	360	57%
2018-2019	305	49%
2017-2018	225	42%

English Learners

When a student is identified as an English Language Learner, the student is provided with appropriate curriculum and instruction, and is given an annual ELPAC assessment. Performance data is reviewed each year and students reclassify when they meet the state requirements for reclassification.

English Learners Per Grade Level

Grade level	2018/2019	2019/2020	2020/2021
Kinder	0	0	0
Grade 1	0	0	0
Grade 2	0	0	0
Grade 3	0	0	0
Grade 4	0	0	0
Grade 5	1	0	1
Grade 6	5	2	0
Grade 7	4	6	3
Grade 8	8	6	8
Grade 9	6	7	7
Grade 10	13	11	14
Grade 11	10	13	11
Grade 12	12	12	16
Total:	59	57	60

Percentage	10%	9%	9%
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Special Education

PVCS complies with all applicable state and federal laws in serving students with disabilities, including, but not limited to, the Individuals with Disabilities Education Improvement Act (“IDEA”), Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act (“ADA”).

Pacific View is its own local educational agency (“LEA”) and is a member of The El Dorado Charter Special Education Local Plan Area (“SELPA”) in conformity with Education Code Section 47641(a). As an LEA member of the SELPA, Pacific View receives state and federal revenues directly, in accordance with the SELPA’s allocation plan.

Pacific View School provides special education and related services by hiring credentialed providers directly and by hiring credentialed or licensed providers through private agencies or independent contractors. School facilities are accessible for all students with disabilities.

Special Education Students

Year	Number	% of Student Enrollment
2019-2020	128	21%
2018-2019	111	19%
2017-2018	95	18%

School Marketing Information

In alignment with charter law, PVCS enrolls any student living in San Diego or the surrounding counties who would like to attend the school. PVCS markets in the local community to ensure that the demographics of the school mirror that of the Oceanside community and is proud to educate a diverse population of students. See page 10 for a comparison of PVCS and OUSD student demographics. In addition to serving a diverse and community aligned student population, the school also services a higher percentage of students from a variety of significant subgroups than other schools including students with exceptional needs, low income students, and students who are credit deficient and needing remediation to be successful. This is reflected in the schools approval for DASS status as discussed on page 19. The following are ways employed by the marketing committee to get information about the school out to the community during the 2019-2020 school year:

- Updated website for positive impression for existing families and potential new families
- Google Adword Leads
- Building a community on Facebook and receiving Leads
- Instagram posting
- Twitter posting
- Billboard Ads in Moreno Valley

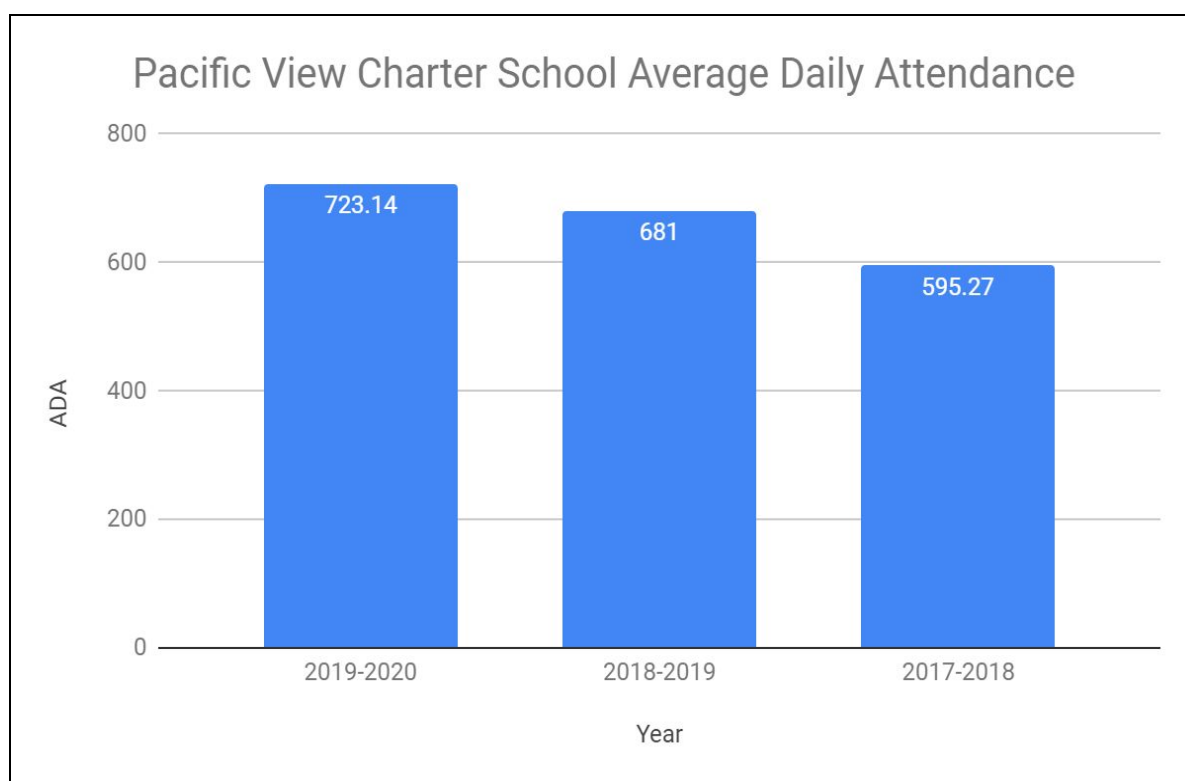
- Movie Theater Ads in Moreno Valley
- Visiting Schools in the local districts to partner
- Improved search visibility with SEOs.
- Mailers in Oceanside
- Peachjar in Oceanside
- Bus Backs in Oceanside
- Partnered with community organizations: OPD, Reach, Lifeline, Vista Community Clinic, Palomar Family Counseling, Oceanside Boys and Girls Club.

3. Attendance Data

Pacific View Charter School utilizes an independent study program with a personalized learning model. Attendance is based on time-value of assignments completed, as outlined in the Independent Study Educational Code. Therefore, most of the attendance issues that occur at a traditional school site, such as tardiness, truancy, SARB, or referrals are generally not problematic at Pacific View Charter School.

The school has a procedure for handling students who miss appointments and/or fail to complete the required assignments. Students who miss appointments or fail to complete assignments are placed on academic probation and referred to the Student Success Team (SST) meeting process for counseling and to develop a plan of action for school success.

Average Daily Attendance



Average Daily Attendance by Grade Level

Grade	2017-2018	2018-2019	2019-2020
K	2.76	1.25	3.90
1	5.04	2.10	2.54
2	4.47	2.17	2.83
3	3.70	4.92	0.38
4	5.25	2.00	1.03
5	13.45	5.81	3.39
6	31.89	39.46	27.38
7	44.87	48.79	65.93

8	49.61	49.28	63.07
9	43.87	68.70	70.20
10	106.11	101.00	130.83
11	137.32	186.10	154.65
12	147.03	164.94	191.84

4. Staff Information

Certificated Staff Information

Credentialed Staff	Number	Percent of Total
Credentialed	43	86%
Psychologist	1	2%
Pupil Personnel Services	1	2%
Speech Pathologist	1	2%
Administrators	4	8%

Certificated Staff Ethnicity

Credentialed by Ethnicity	Number	Percent of Total
Asian	4	8%
Filipino	1	2%
Hispanic/Latin X	5	10%
African American	2	4%
White	38	76%

Credential Status

Clear Credential	64
Preliminary Credential	13
Level 1	0
Level 2	2
Teachers with EL Standing	64
BTSA Enrolled Teachers	8

Teacher Credentials

Credential	19/20	18/19	17/18
Administrative Services	2	3	3

English	13	9	7
Business (Intro)	1	1	0
Computer Concepts & Applications	1	1	0
CTE - Business / Construction Trade	1	0	0
Health Science	2	1	0
Math (Mathematics & Foundational Math)	8	8	7
Multiple Subject	11	13	11
Music	1	1	1
Physical Education	1	1	1
Pupil Services - Psychology	1	1	0
Pupil Services - Counseling	2	2	1
Social Science (Social Science, History)	17	17	14
Speech Language Pathologist	1	0	0
Special Education - AAAS	2	2	0
Special Education - Mild/Moderate	6	3	0
Special Education - Moderate/Severe	1	1	0
Science (Biology, Geo Science, Physics, Chemistry)	8	7	8
TOTAL CREDENTIALS	79	71	53

Credentialed Staff Education

	Number	Percentage of Total
Bachelor's Degrees	50	100%
Master's Degrees	31	62%

Certificated Salaries

Year	Teacher Salaries	Administrative Salaries
2019-2020	\$3,171,532.47	\$797,142.67
2018-2019	\$2,183,830.84	\$683,557.03
2017-2018	\$1,896,624.79	\$757,356.35

In the 18/19 school year, a leadership position became vacant and was not filled until the 19/20 school year. This accounts for the lowered administrative salary amount in 2018-2019.

Classified Staff Information

	Number	Percent of Total
Office/Paraprofessionals	34	100%

Classified Staff by Ethnicity

Classified by Ethnicity	Number	Percentage of Total
Hispanic/Latin X	11	32%
African American	6	18%
White	17	50%

Professional Development

Professional Development is at the core of the school's success and data-driven culture.

During 2019-20 school year, Pacific View continued to implement a schoolwide Instructional Framework to guide all staff in teaching and learning. Individualized coaching for all instructional staff was implemented around identified areas of growth and in alignment with the Framework. In addition, when, in the spring of 2020, PVCS pivoted to distance learning, professional development was provided to staff on teaching and learning in the remote environment, how to provide emotional support to students during crisis and other instructional resources directed at teaching and learning in the digital environment.

5. Performance Data

- A. School Performance Updates
- B. SBAC Data
- C. Local Assessments
- D. Semester Grade Reports
- E. Graduation Information

It should be noted that although the annual report is compiled for the 2019-2020 school year, performance data includes information from the Fall 2020 where possible, in order to best analyze the effects of the Covid-19 crisis, as requested by OUSD.

A. School Performance Updates: DASS Status, Differentiated Assistance & CSI Status

Pacific View was identified for Differentiated Assistance by the state for performance in Math and graduation rates and Comprehensive Support and Improvement (CSI) for graduation rate based on the 2018/19 data. Oceanside Unified chose to enlist the San Diego County Office of Education to provide the assistance to PVCS. For the past 2 years, PVCS has worked with OUSD and SDCOE to develop a plan for improvement for both student performance on the SBAC tests and the school's graduation rate. Through this process, it has become apparent that PVCS serves a very specific group of students, many of whom are not on a 4-year graduation path, have experienced barriers to their educational success, and need extra supports to be successful in school. The personalized learning model that PVCS has used for 20 years, supports these students in getting their education back on track, but these successes are not recognized in the traditional CA Dashboard accountability system. For this reason, PVCS applied for and received DASS status starting in the 2020/21 school year.

Dashboard Alternative School Status (DASS) is the alternative accountability system for schools that serve a "high risk" population of students. 70% of the student population must fall into one of the high risk categories in order for the school to qualify. DASS schools are measured on alternative metrics for academic achievement and for graduation rate, reflecting the different needs of these students. These changes will be reflected beginning in the 2021 dashboard.

DASS Eligibility Percentages	
0.45	a) Percentage (%) of students Expelled
0	b) Percentage (%) of students Suspended more than 10 days in a school year
0.75	c) Percentage (%) of students who are Wards of the Court
1.5	d) Percentage (%) of students who are Pregnant and/or Parenting.

0.3	e) Percentage (%) of Recovered Dropout Students
4.5	f) Percentage (%) of students who are Habitually Truant
0	g) Percentage (%) of students Retained more than once in kindergarten through grade eight.
49	h) Percentage (%) of students who are credit deficient
0.9	i) Percentage (%) of students with a gap in enrollment
4.5	j) Percentage (%) of students with a high level of transiency
0.75	k) Percentage (%) of students who are Foster Youth
11	l) Percentage (%) of students who are Homeless Youth.
73.7	l) Total percentage (%) of students meeting DASS eligibility criteria.
73.7	Total Percent (%) of High-risk Students

In addition to the Dashboard changes, DASS Eligibility also changes the way that DASS Charter schools are considered for charter renewal. Schools qualifying for the Dashboard Alternative School System (DASS) are not subject to the three general renewal laws. Instead, authorizers would consider “performance on alternative metrics applicable to the charter school based on the population served” in addition to the DASS-specific Dashboard indicators.

Included in the following performance data are charts comparing Pacific View to the other DASS schools in the state of California. These data charts most accurately reflect the performance of students in the school on a fair standard of like student populations.

B. SBAC Data

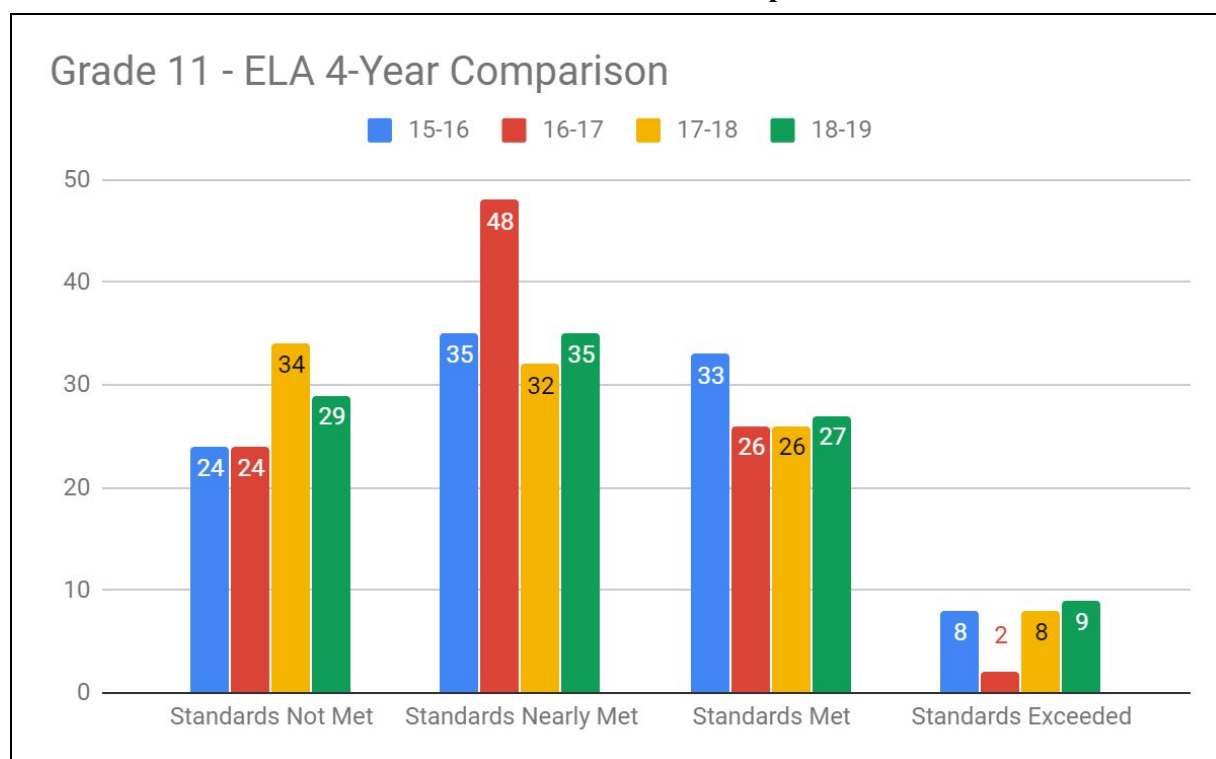
SBAC data includes rates through the 18/19 school year. Students at PVCS were unable to test in the spring of 2020 due to Covid test cancellations.

Demographic Schoolwide Chart - Distance from Standards

Demographic	Assessment	2018	2019	Change
Schoolwide	ELA	-41.2	-33.7	Increased
	Math	-101	-119	Decreased
Hispanic or Latino	ELA	-42.5	-36	Increased
	Math	-113	-124	Decreased
Economically Disadvantaged	ELA	-55.9	-46.2	Increased
	Math	-120	-133	Decreased
English Learners	ELA	-88.7	--90.6	Maintained
	Math	-142.1	-168	Decreased
Students with Disabilities	ELA	-107	-113	Decreased
	Math	-161.3	-187.1	Decreased

As mentioned previously, Pacific View serves a very specific group of students, the majority of whom are considered 'high risk'. The metrics for meeting standards on the state SBAC test do not accurately reflect what students at Pacific View are able to accomplish. Reviewing information related to student grades, recovery from credit deficiencies, and graduation from high school are all more relevant factors of student success and will be highlighted in further sections below.

English/Language Arts Performance
ELA SBAC Performance - 4 Year Comparison - Grade 11



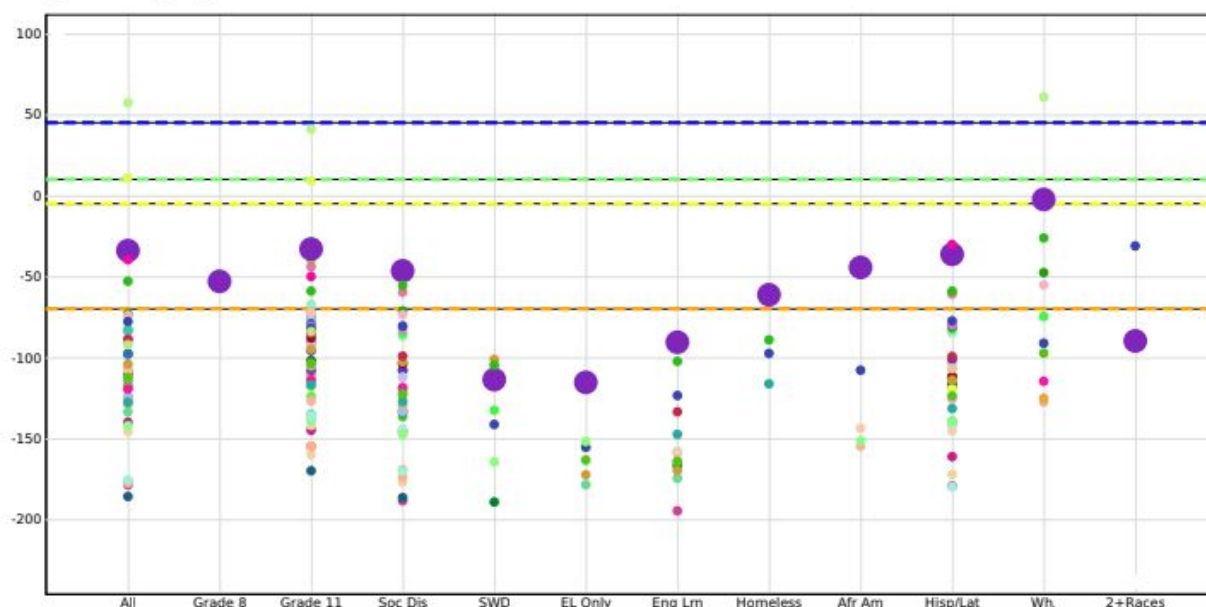
Pacific View Charter is open to any students in San Diego and the surrounding counties wishing to attend, however, the majority of students who attend at the high school level come to PVCS after being unsuccessful at a traditional high school. Many high school students enter PVCS with reading skills below to far below grade level. The personalized learning model at PVCS allows students to continue in grade level courses, while also enrolling in intervention courses to build deficient skills. The following chart shows high school students by grade level who require reading intervention courses and/or Foundational level curriculum (curriculum written at a 5-6 grade reading level). PVCS feels that students in the 11th grade who require reading intervention and foundational curriculum cannot be expected to perform at standard on the CAASPP Smarter Balanced Assessments and this explains the reason for lower performance on the state exam.

2017-2018		
	Number of students in Foundations ELA	Number of students in Reading

		Intervention
Grade 11	30	24
Grade 12	9	77
2018-2019		
	Number of students in Foundations ELA	Number of students in Reading Intervention
Grade 11	50	30
Grade 12	18	11
2019-2020		
	Number of students in Foundations ELA	Number of students in Reading Intervention
Grade 11	60	26
Grade 12	44	9

PVCS also compared 2019 ELA SBAC Scores to the other DASS qualified schools in the State of California. When compared to these schools, PVCS ranks 4th in ELA performance, indicating that the interventions and supports for students is superior to that which they would receive at the majority of other schools they would otherwise attend. The following chart shows SBAC ELA Performance as Distance from Standard for All students as well as significant subgroups. PVCS is identified as the large Purple dot, with the other DASS schools as the other colored markers.

English Language Arts: Pacific View Charter



English Language Arts: Status 2019 of Comparison Schools

N	School	All	Grade 8	Grade 11	Soc Dis	SWD	EL Only	Eng Lrn	Homeless	Afr Am	Hisp/Lat	Wh.	2+ Races
1	North Point Academy	57		41								61	
2	Independence High (Alternative)	11		9									
3	Montecito High (Continuation)	-33		-44	-60						-61	0	
4	Pacific View Charter	-34	-53	-33	-47	-114	-115	-91	-61	-44	-36	-2	-90
5	Whitcomb Continuation High	-40		-50							-30		
6	Vista Real Charter High	-53		-59	-56	-105		-102	-89		-59	-26	
7	Chaparral High	-73		-75	-71						-81	-48	
8	Discovery High	-74		-73	-74							-55	
9	San Diego Workforce Innovation High	-78		-82	-81	-141	-155	-124	-98	-108	-77	-91	-31
10	Bidwell Continuation High	-82		-67	-87						-85		
11	Bowman (Jereann) High (Continuation)	-83		-72	-85	-133		-93			-82	-75	
12	New Vision High	-84		-84									
13	San Antonio High (Continuation)	-89		-81	-82						-80		
14	Twin Oaks High	-89		-85	-99			-134			-99		

For brevity, this chart only shows the top 14 performing DASS school, and not the full list of 65.

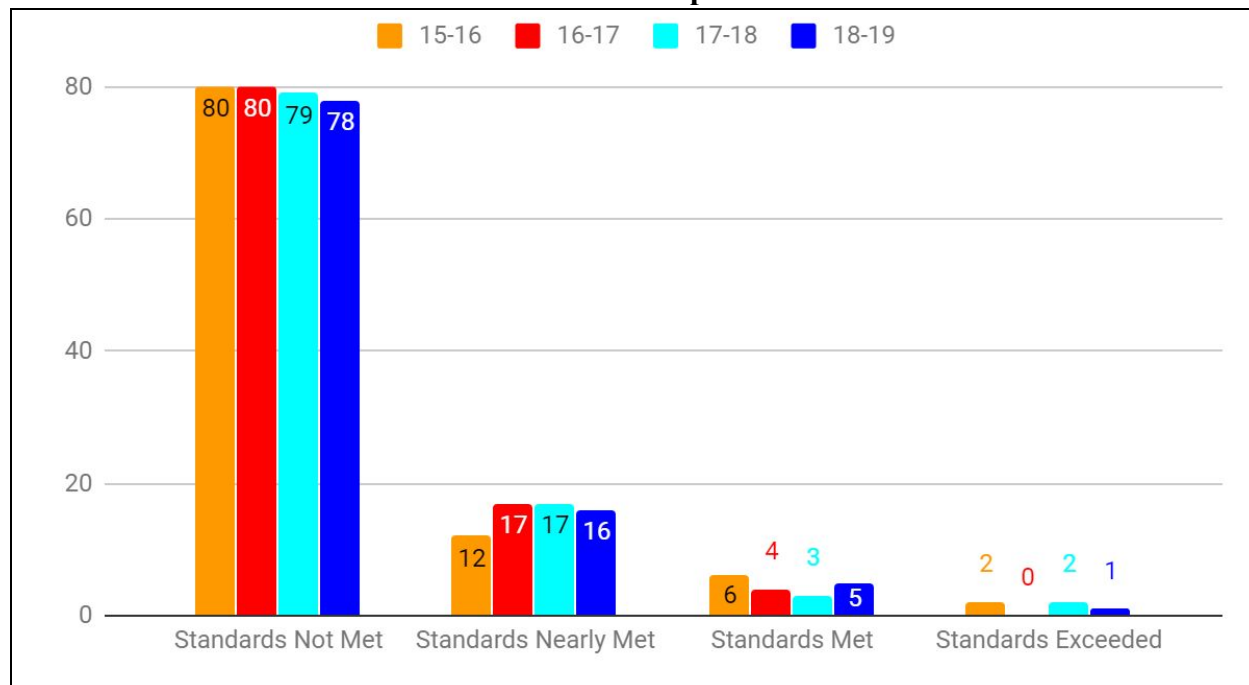
English/Language Arts Strategies and Interventions

PVCS is working on the following to help students build skills in reading, writing, speaking and listening:

- Redesign reading intervention course in high school to better meet student needs
- Data analysis of student learning gaps by Ed Specialists and Gen Ed teachers
- Pull out class for ELA for grades 7 and 8 to support students with highest need
- Add additional updates to existing curriculum to provide additional grade level supports, and additional scaffolding to assist students with reading grade level material
- Staff will conduct an analysis of SBAC Accommodations to ensure correct supports are in place during testing. Training for both students and teachers on these accommodations.
- Provide training on the instructional planning reports (STAR Enterprise) for Instructional Aides to help fill gaps in ELA comprehension during SAI sessions

- Implementation of Interim Assessments in each high school ELA course will help students gain familiarity with test and question formats.

Math Performance
Math SBAC - 4 Year Comparison Grade 11



PVCS serves those students who have been unable to mold themselves into the box of traditional education and require a different approach and mindset than a typical school. Students arrive at PVCS after having been unsuccessful specifically in math, and often need remediation in order to be successful in grade level math courses. The school program allows students at any grade level to go back and take the appropriate courses to build mathematical skills in order to be successful in grade level math courses, even at the 11th and 12th grade years. Students are also not allowing to advance in math courses until they have demonstrated proficiency in their current course through a passing grade.

Because so many students need remediation in math, PVCS feels that while the CAASPP test for math may assess where students are, it does not take into account the progress they have made, nor the fact that the majority of 11th grade students are not enrolled in 11th grade math courses (Math 3 or Higher). For example, in the latest year of testing (2019) only 11% of 11th grade students were taking Math 3, meaning that 89% of students had not yet been exposed to the content tested in the SBAC test.

The following charts show the number of students enrolled in each math course offered by PVCS by grade level. Through the offering of higher quality instruction and training in appropriate class placement, PVCS each year continues to increase the number of students enrolling in Math 3 or above, while still serving the students with deficient skills in math through remediation courses.

2017-2018				
	Math 1 Readiness A/B (remediation)	Math 1	Math 2	Math 3
Grade 11	45	80	69	31
Grade 12	12	33	75	28
Only 14% of students in grade 11 are enrolled in grade level math at time of SBAC				
2018-2019				
	Math 1 Readiness A/B (remediation)	Math 1	Math 2	Math 3
Grade 11	36	71	82	34
Grade 12	22	37	48	18
Only 11% of students in grade 11 are enrolled in grade level math at time of SBAC				
2019-2020				
	Math 1 Readiness A/B (remediation)	Math 1	Math 2	Math 3
Grade 11	34	43	57	37
Grade 12	20	64	72	32
Note - the last session of math was cancelled due to stay at home order. Only independent study math was offered, limiting the number of students taking math in the spring.				

PVCS compared 2019 Math SBAC Scores to the other DASS qualified schools in the State of California. When compared to these schools, PVCS ranks 2nd in Math performance, indicating that the interventions and supports for students is superior to that which they would receive at the majority of other schools they would otherwise attend. The following chart shows SBAC Math Performance as Distance from Standard for All students as well as significant subgroups. PVCS is identified as the large Purple dot, with the other DASS schools as the other colored markers.

Mathematics: Pacific View Charter



Mathematics: Status 2019 of Comparison Schools

N	School	All	Grade 8	Grade 11	Soc Dis	SWD	EL Only	Eng Lrn	Home less	Afr Am	Hisp/Lat	Wh.	2+ Races
1	North Point Academy	-60		-71								-67	
2	Pacific View Charter	-120	-115	-144	-134	-187	-186	-169	-138	-122	-125	-88	-155
3	Montecito High (Continuation)	-142		-145	-150						-161	-121	
4	Independence High (Alternative)	-143		-106									
5	Bowman (Jereann) High (Continuation)	-149		-136	-155	-191		-184			-151	-143	
6	Vista Real Charter High	-151		-149	-158	-206		-208	-169		-159	-122	
7	Tracy (Wilbur) High (Continuation)	-161		-150	-163	-188	-219	-213			-173		
8	Pacific Beach High	-161		-146									
9	Whitcomb Continuation High	-163		-157							-151		
10	San Diego Workforce Innovation High	-165		-168	-170	-224	-220	-204	-192	-184	-170	-162	-122
11	Shery (Kurt T.) High (Continuation)	-171		-173	-167						-176		
12	Discovery High	-179		-182	-179							-177	
13	Calaveras Hills	-181		-174	-201						-229		
14	Paloma Creek High	-185		-178	-187								

For brevity, this chart only shows the top 14 performing DASS school, and not the full list of 65.

Math Strategies and Interventions

PVCS is working on the following initiatives and interventions to support math growth both schoolwide and for significant subgroups:

- Evaluate which standards from Math 3 can be taught in Math 1 and Math 2 so students have exposure to content
- Implement Interim Assessments to track growth at beginning and end of each HS Math course
- Change testing schedule for K8 to break math test into smaller testing blocks
- Host Math review sessions prior to SBAC tests to help students understand how to use the accommodations embedded in the test and review the skills needed to take the SBAC

- Require 10/11 grade students who are deficient in math skills to take more than 10 credits of math per year to catch up in credits
- Create a process for correctly identifying students with learning challenges and train supervisory teachers in this process.

Grades 3-8 Longitudinal SBAC Data

Percentage of students meeting or exceeding standards grades 3-8: Language Arts 2017-2019.

*n/a = student groups less than 15 students.

	2017	2018	2019
Grade 3	n/a	n/a	n/a
Grade 4	n/a	n/a	n/a
Grade 5	32	27	n/a
Grade 6	30	30	30
Grade 7	31	31	28
Grade 8	30	30	34

Percentage of students meeting or exceeding standards grades 3-8: Math 2017-2019

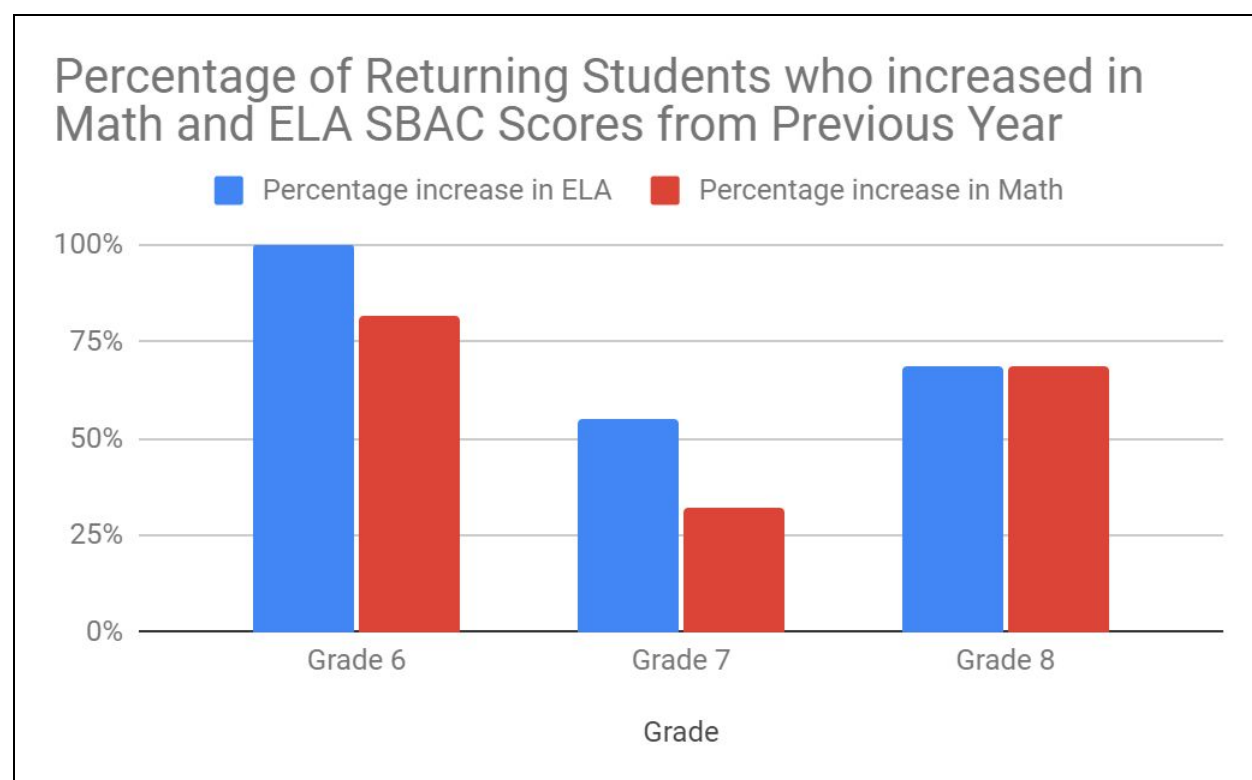
*n/a = student groups less than 15 students.

	2017	2018	2019
Grade 3	n/a	n/a	n/a
Grade 4	n/a	n/a	n/a
Grade 5	21	27	n/a
Grade 6	35	18	12
Grade 7	19	18	2
Grade 8	3	16	12

The transitional nature of students enrolling at the elementary and middle school levels means that PVCS has an extremely small cohort of students who are educated by PVCS from year to year. This makes it difficult to assess the efficacy of programs, interventions and teaching practices put in place to support student learning. In order to better track student success, the following data chart shows student improvement in both math and ELA for students in grades 6-8 who have attended PVCS for two or more years as measured on the CAASPP Smarter

Balanced Assessments in the 2018-19 school year. There were less than 10 students tested in grades 3-5, so that data is not listed below to maintain student privacy.

	# of Students	# of Returning Students	Increased in ELA	%	Increased by Level in ELA	Increased in Math	%	Increased by Level in Math
Grade 6	47	11	11	100	4	9	82%	0
Grade 7	47	22	12	55%	1	7	32%	1
Grade 8	53	29	20	69%	9	20	69%	5



As demonstrated by the charts above, students who are enrolled in PVCS for more than 1 year, show better performance on the SBAC than students who were only enrolled in the school year tested. The continuity in programs and interventions can only be experienced by students who maintain enrollment for multiple years.

C. Local Assessments

Star Enterprise

PVCS continues to use STAR Enterprise from Renaissance Learning, as the local assessment tool for reading and math. STAR Enterprise assessments are norm-referenced and use computer-adaptive testing to provide accurate data on student performance in reading and math. High school students are assessed at the beginning and end of each math and ELA course they take. Students in grades 2-8 are assessed three times per year (Fall, Winter and Spring). Results are used to place students in appropriate curriculum, provide intervention support and help track efficacy of instructional practices and programs.

The following charts show student progress for the last three years (2018-2020) in both reading and math at the high school level. It should be noted that STAR Tested was eliminated for the Spring of 2020 due to the stay at home order. For the 2019-2020 school year only mid-year tests were held.

Reading Growth 2017-2018	% of students who improved by one or more proficiency levels
Urgent Intervention: 0-10 percentile	41 % (26 of 63 students) improved by one or more proficiency levels
Intervention: 11-24th percentile	56% (38/68 students) improved by one or more proficiency levels
On Watch: 25th-39th percentile	39% (12/31 students) improved by one or more proficiency levels
Benchmark: 40th percentile & above	91% (42/46 students) maintained benchmark performance

Math Growth 2017-2018	% of students who improved by one or more proficiency levels
Urgent Intervention: 0-10 percentile	69% (22/32 students) improved by one or more proficiency levels
Intervention: 11-24th percentile	67% (22/33 students) improved by one or more proficiency levels
On Watch: 25th-39th percentile	58% (19/33 students) improved by one or more proficiency levels
Benchmark: 40th percentile & above	92% (69/75 students) maintained benchmark performance

Reading Growth 2018-2019	% of students who improved by one or more proficiency levels
Urgent Intervention: 0-10 percentile	30% (26/86 students) made gains of one + proficiency band
Intervention: 11-24th percentile	31% (23/75 students) made gains of one + proficiency band
On Watch: 25th-39th percentile	38% (13/34 students) made gains of one + proficiency band
Benchmark: 40th percentile & above	72% (34/47 students) maintained benchmark performance

Math Growth 2018-2019	% of students who improved by one or more proficiency levels
Urgent Intervention: 0-10 percentile	50% (19/38 students) improved by one proficiency band
Intervention: 11-24th percentile	61% (28/46 students) grew by one proficiency level
On Watch: 25th-39th percentile	48% (15/31 students) grew by one + proficiency bands gains
Benchmark: 40th percentile & above	89% (71/80 students maintained benchmark performance)

19/20 Data is reported for the first semester only showing ½ a year's growth progress.

Reading Growth 2019-2020	% of students who demonstrated growth
0-10 percentile	2/9 22%
11-24th percentile	3/13 23%

25th-39th percentile	6/11 55%
40th percentile & above	4/8 57%
Overall	15/41 37% demonstrated at least 1/2 year growth in reading

Math Growth 2019-2020	% of students who demonstrated growth
0-10 percentile	3/5 60%
11-24th percentile	4/10 40%
25th-39th percentile	4/7 57%
40th percentile & above	13/21 57%
Overall	24/43 56% demonstrated at least 1/2 year growth in Math

Students continue to make gains in math on the Star Enterprise test at all levels, but reading growth continues to be insufficient. Based on this and the state data, PVCS has identified reading growth as an area of need for the school and is actively working to create programs and interventions to address this need.

Middle School Reading Intervention

PVCS implemented the [iLit Reading Intervention](#) program in the spring of the 2018 to help students struggling in reading build on deficient skills and to support student progress in English/Language Arts. The following charts represent growth in the program at mid-year for the 2019-2020 school year. Unfortunately, due to the stay at home order, the reading intervention class was discontinued in March so students could focus on core courses and an end of year assessment was not held.

	Total Number of Students	Number with two assessments	% of students with 2 tests who grew by 1 grade level	Class Average GLE Growth
Grade 6 Oside	25	16	56%	5 --> 6.5
Grade 7 Oside	27	15	47%	4.4 --> 5.3

Grade 7 MV	11	6	67%	4.3 --> 5.4
Grade 8 Oside	23	16	56%	5.3 --> 6.3
Grade 8 MV	10	9	67%	5.7 --> 7.6

Each class averaged at least one year's growth in grade level equivalency (GLE) at the mid year point, with more than half of each class growing by at least one grade level. It is inferred that students would have shown multiple year's growth had they been afforded the opportunity to complete the year in the classroom. PVCS plans to continue the use of iLit as reading intervention for struggling middle school readers when classes are able to fully resume onsite.

D. Semester Grade Reports **Semester Grades by Year for All Subjects, Math, and ELA**

All Subject Grade Reports

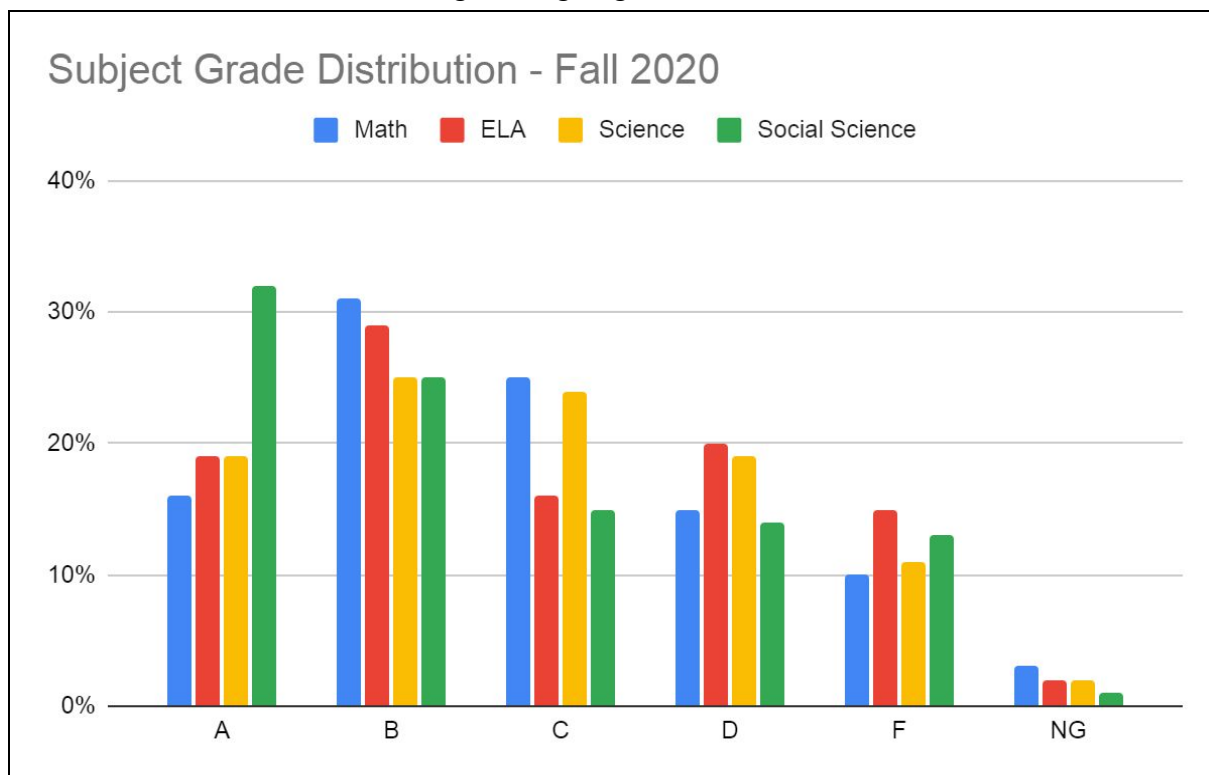
The following data shows student performance based on semester grades. For brevity, only Semester 1 grade data is shown for each year. Subject grade reports show:

- Students consistently earn more As in Social Science classes than in other subjects.
- Students earned more As and Bs in all subjects in 2020 than in other years.
- More students take Math, ELA and Social Science courses in Semester 1 than Science courses in all three years.

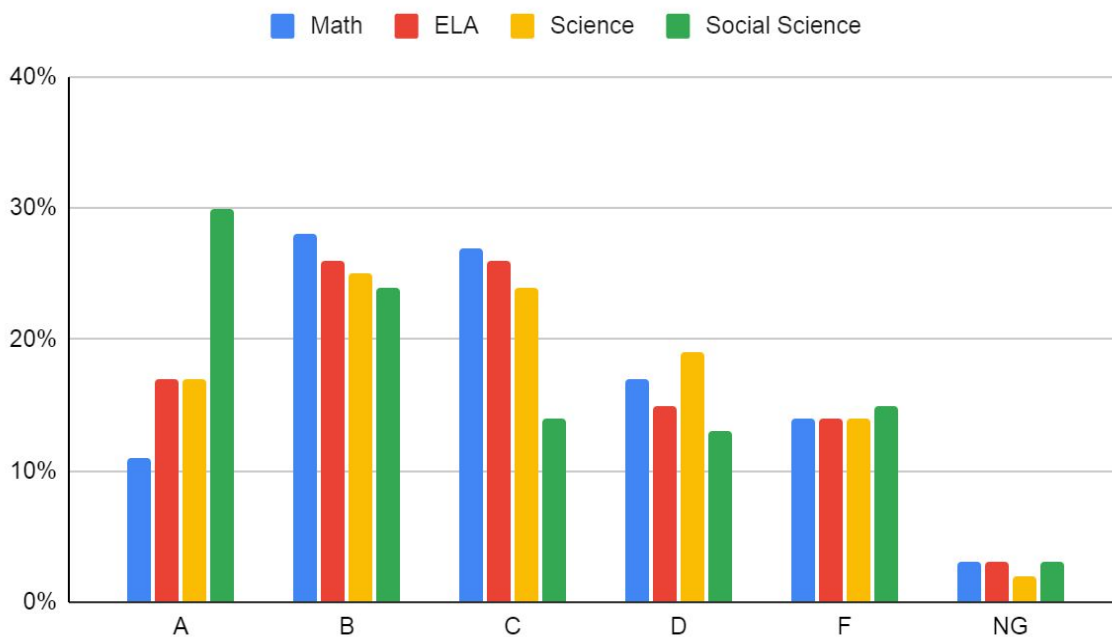
Impacts of the Covid Crisis on Grades:

PVCS has determined that the high school program was set up well to support students during the transition to distance learning and this led to the success seen in the grade data. Students were already used to independent study classes, they had strong relationships with their Supervisory Teachers and tutoring and support was able to quickly transition to the virtual classroom. Virtual classes are taught in the Schoology Learning Management System, which students have been using for years, so both teachers and students were familiar with the technology. There is a high emphasis on the use of technology for both students and staff and all students had already been issued a school Chromebook, so technology did not present a barrier to learning. PVCS was also able to secure and distribute hotspots and wifi embedded computers to those families in need, without relying on outside service providers. The personalized learning model means that students have individualized learning plans, with courses already paced out at 6-9 week intervals so students were able to continue in courses and start new ones if needed. All of these program supports are of great importance as the school continues to educate students during the ongoing crisis. was set up well to support students during the transition to distance learning and this led to the success seen in the grade data. Students were already used to independent study classes, they had strong relationships with their Supervisory Teachers and tutoring and support was able to quickly transition to the virtual classroom. Virtual classes are taught in the Schoology Learning Management System, which students have been using for years, so both teachers and students

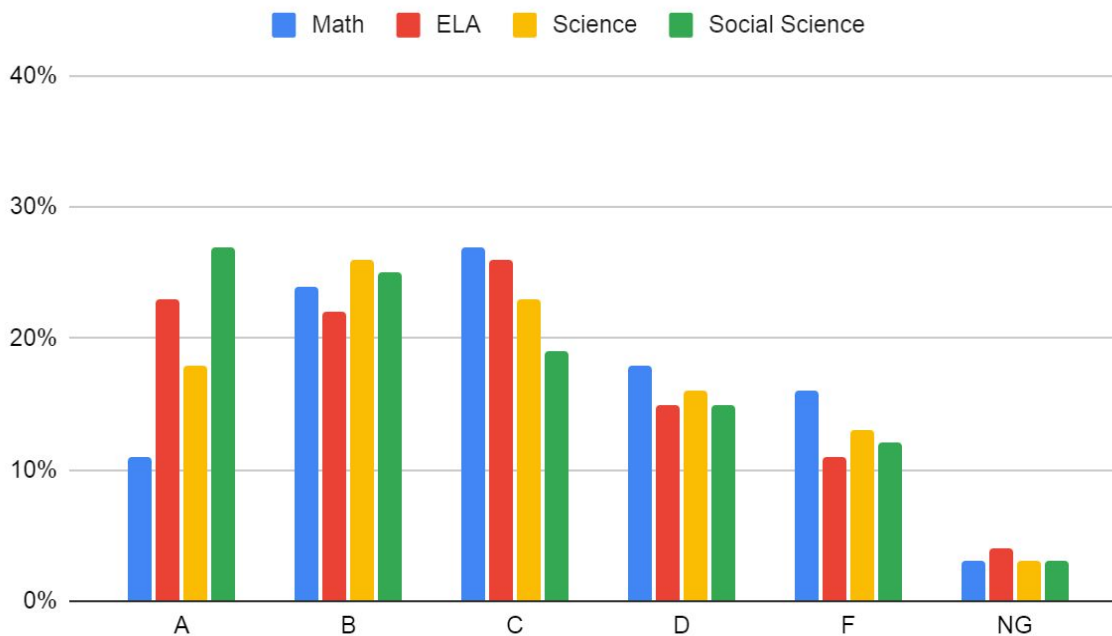
were familiar with the technology. There is a high emphasis on the use of technology for both students and staff and all students had already been issued a school Chromebook, so technology did not present a barrier to learning. PVCS was also able to secure and distribute hotspots and wifi embedded computers to those families in need, without relying on outside service providers. The personalized learning model means that students have individualized learning plans, with courses already paced out at 6-9 week intervals so students were able to continue in courses and start new ones if needed. All of these program supports are of great importance as the school continues to educate students during the ongoing crisis.



Subject Grade Distribution Fall - 2019

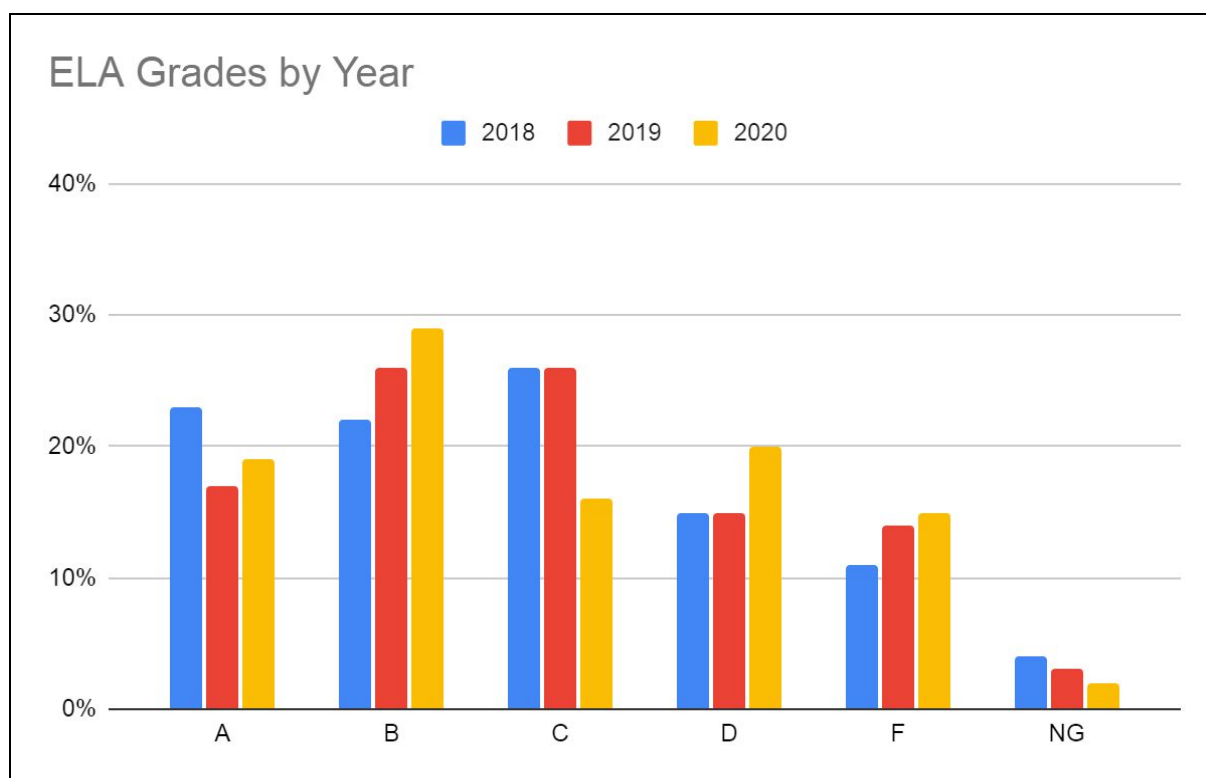


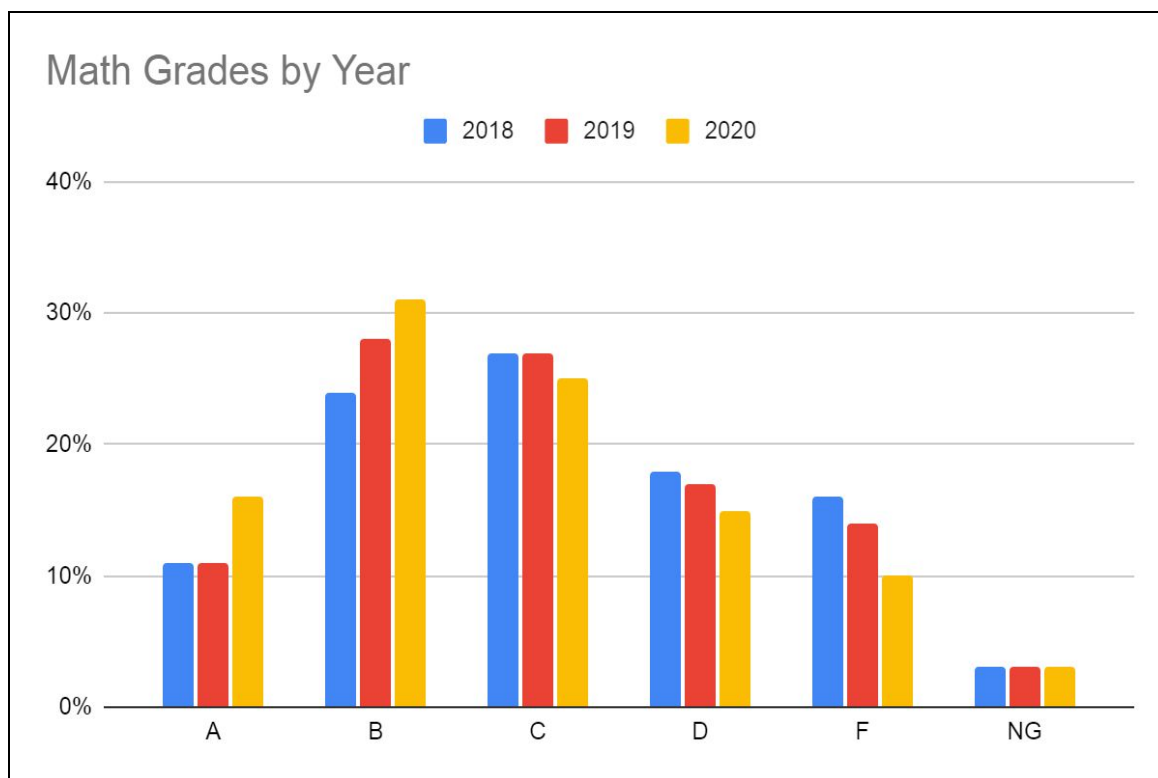
Subject Grade Distribution Fall - 2018



Math and ELA Grade Reports

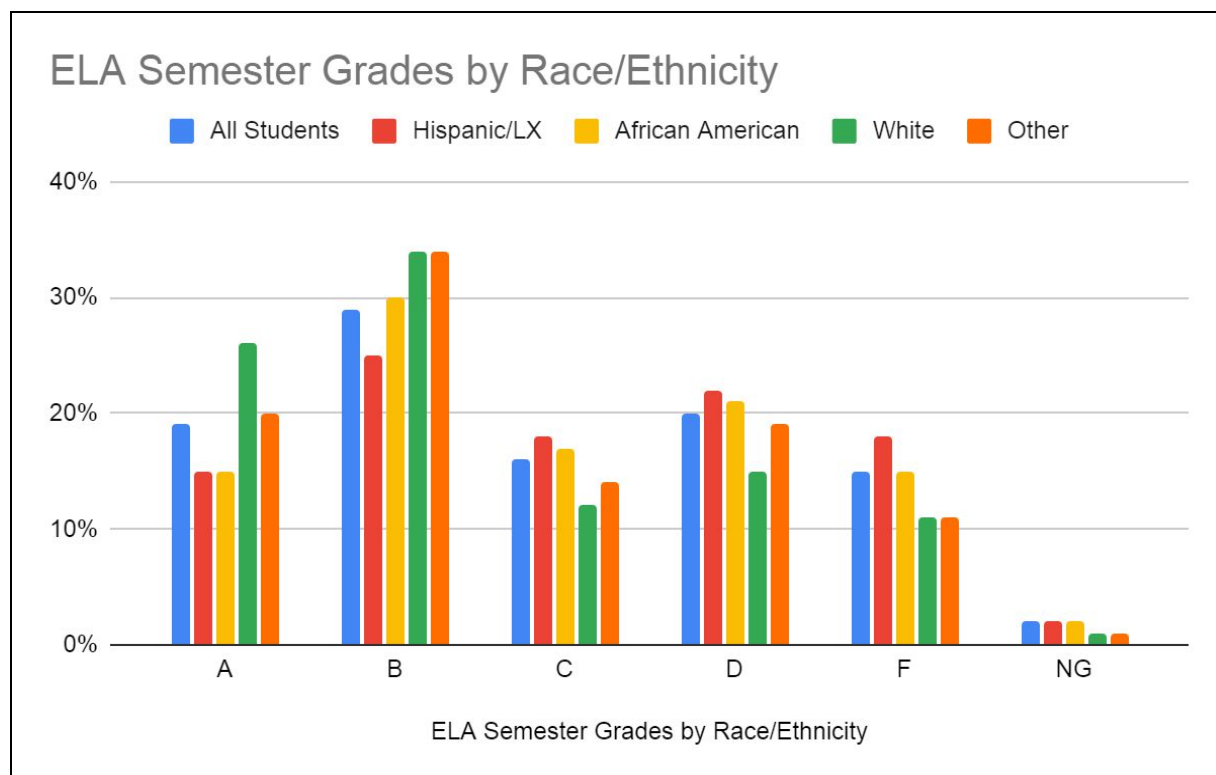
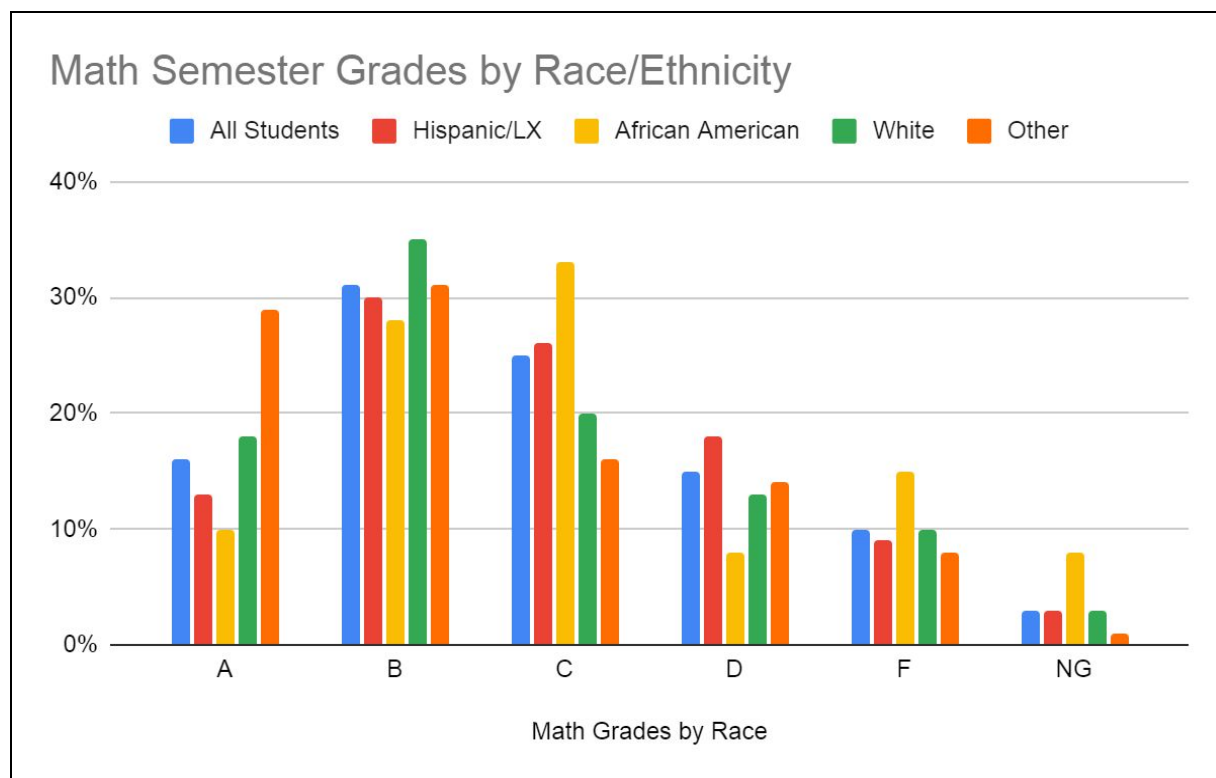
- Students perform slightly better in 2020 in ELA than in previous years. This is significantly important considering the impact of Covid-19 on student learning. PVCS attributes this to the fact that high school classes did not change considerably from previous years. Instruction was provided through the Schoology LMS instead of in person, but teachers were already confident with the system and the pacing of the course did not change.
- Although there is a slight increase in D/Fs in 2020, there is also an increase in As/Bs from the previous year, offsetting this. The percentage of students who failed ELA in Semester 1 was the same from 2019 to 2020 (17%).
- Students perform better in 2020 in Math than in previous years. This is significantly important considering the impact of Covid-19 on student learning. PVCS attributes this to the fact that high school classes did not change considerably from previous years. Instruction was provided through the Schoology LMS instead of in person, but teachers were already confident with the system and the pacing of the course did not change. It may also be possible that students felt more comfortable performing in the distance learning format than in a classroom setting.





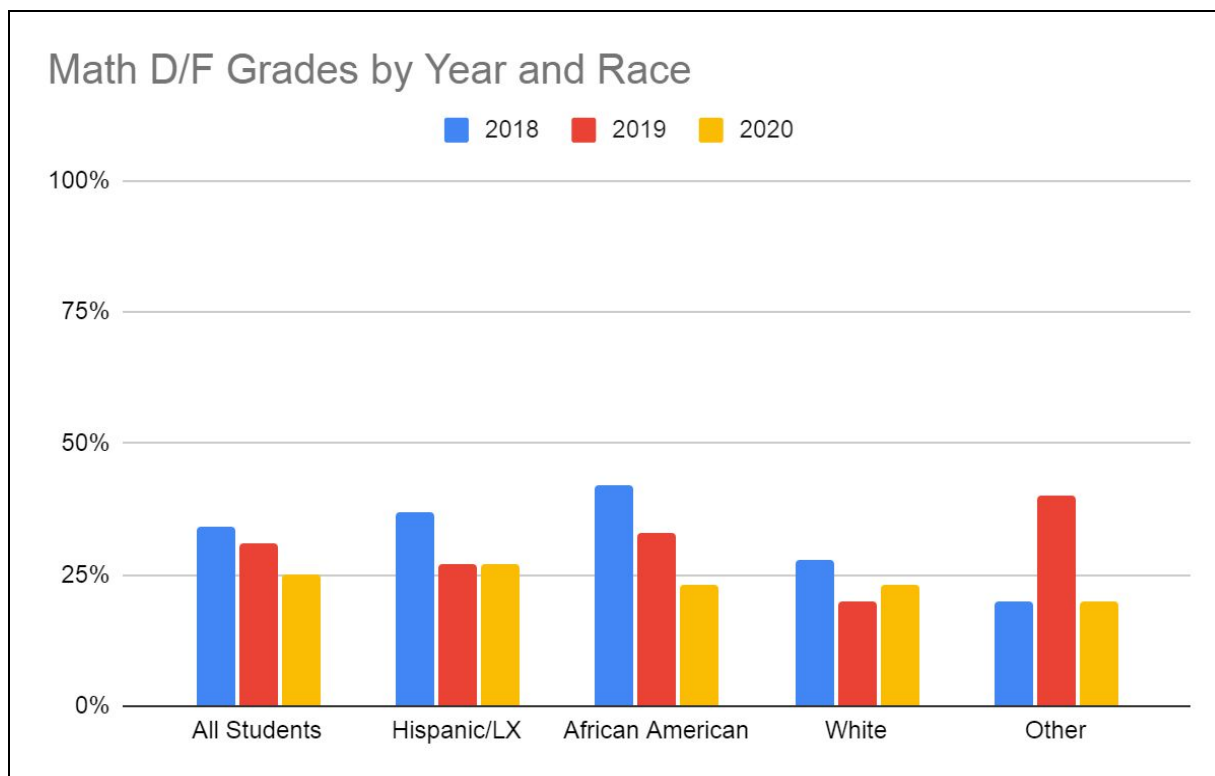
Grade Distribution by Race/Ethnicity

When exploring the grade reports in relation to student race and ethnicity, there are few significant gaps in performance for any specific subgroups. African Americans do report a higher percentage of Fs for math, but a lower percentage of Ds. The white and other (Other: Asian, Pacific Islander, Filipino, American Indian, Not Reported) groups perform slightly better than all students in ELA. However, it should be noted that race distribution is not equal among groups. The school demographics consistently report at least 70% of students identified as Hispanic/Latin X, while all other groups account for less than 15% each.

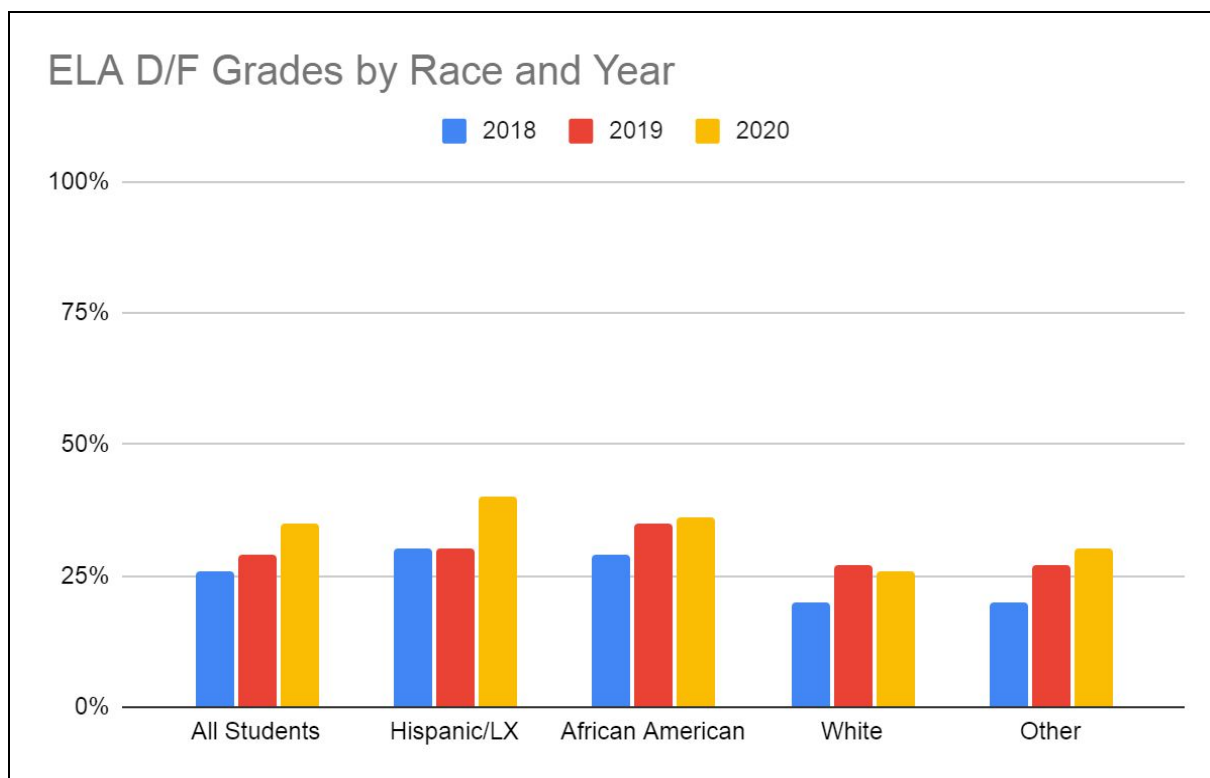


When the distribution of D/F grades are examined longitudinally for Math and ELA by race, all groups performed better in 2020 in Math than in previous years. This is extremely significant

since this is at odds with what has been reported in other districts and schools in light of the Covid-19 crisis.



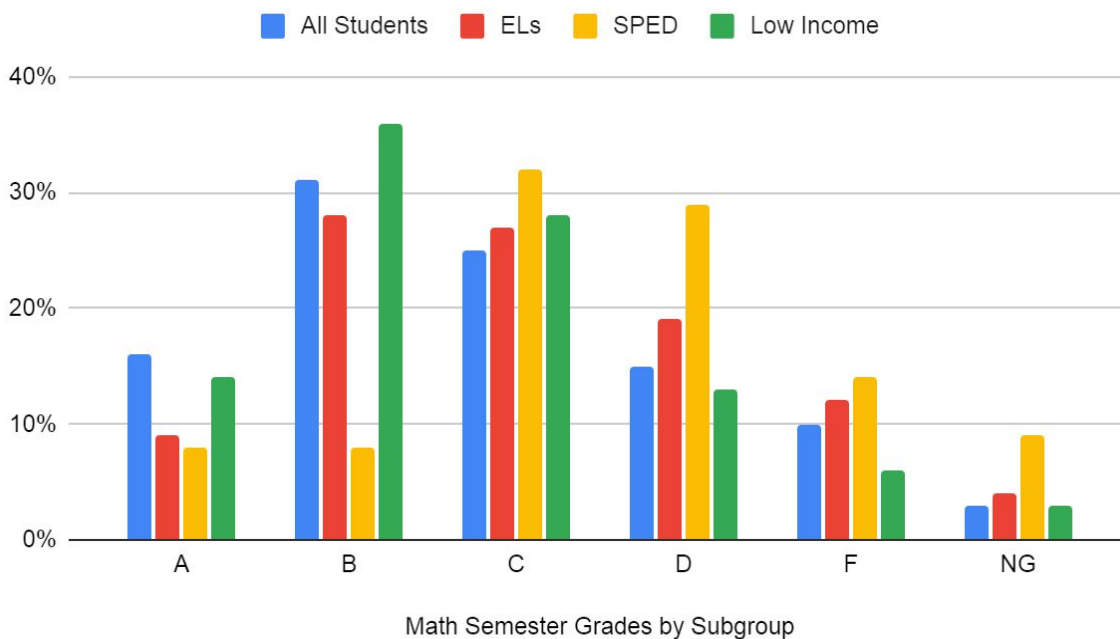
For ELA, the D/F reports a slight increase in D/Fs in 2020, but does not show that students also earned more A/Bs during this year as well. Student performance in ELA during distance learning will continue to be analyzed in PLCs, since regardless of grades, it is exceedingly difficult for students to practice their speaking, presentation and collaboration skills in the distance learning environment.



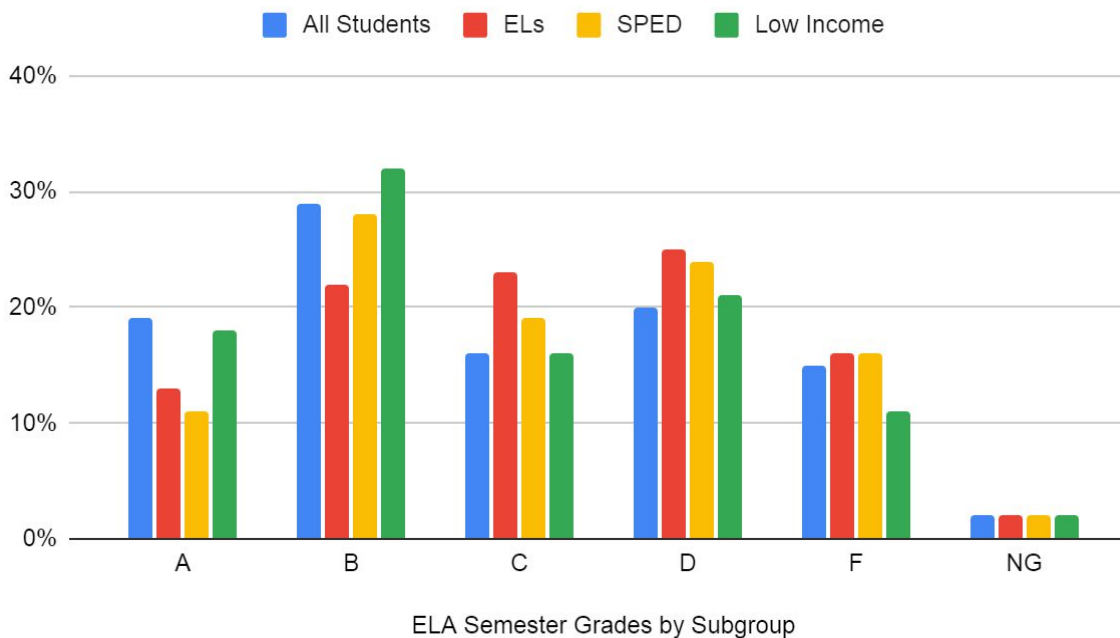
Grade Distribution by Significant Subgroups

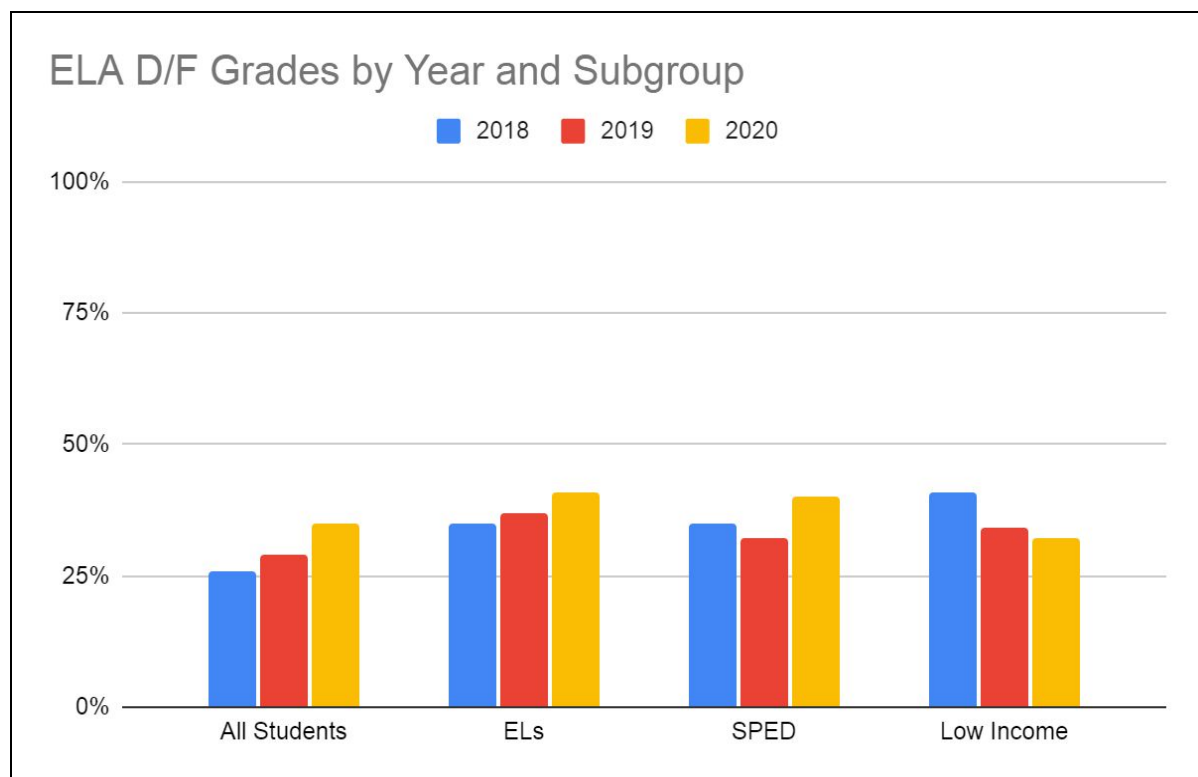
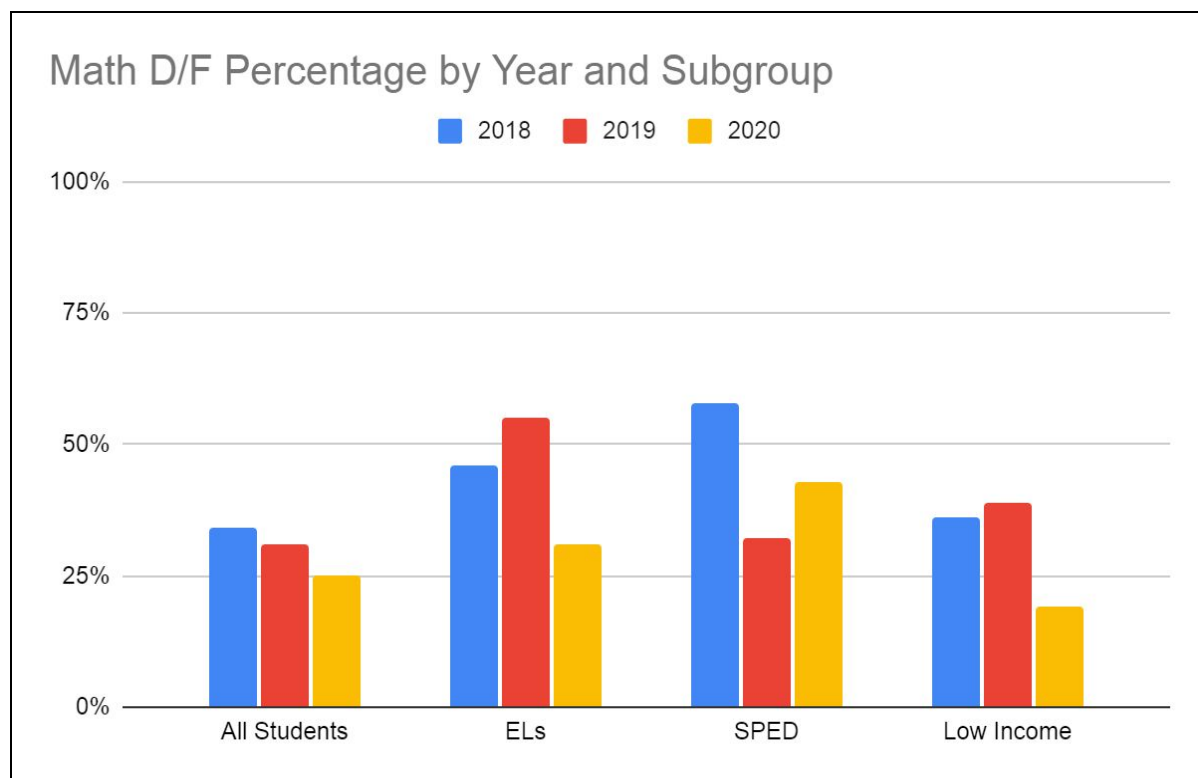
When evaluating the performance of students by significant subgroups, student performance does show some important differences both for the Fall of 2020 and over time. Low Income students outperform all students in both ELA and Math, indicating that the supports in place for these students continue to be successful. Students with disabilities however, are consistently performing at a lower passing rate than their peers without disabilities in Math. English Language learners earn fewer As and Bs than their peers in ELA, but have increased in performance in Math.

Math Semester Grades by Subgroup - Fall 2020



ELA Semester Grades by Subgroup - Fall 2020





The following interventions have been put in place to support special education students perform in all subjects as well as in Math:

- Additional tutoring and specialized academic instruction through a virtual platform as required by their individualized education plans
- Modifications and accommodations to curriculum as dictated by student IEP
- Consultation between Education Specialist and General Education Teacher to monitor student performance
- IEP meetings held virtually for all meeting types
- Add a high school Study Skills class to provide additional support and SAI for high school students

The following interventions and supports are targeted for English Language Learners:

- Tutoring assigned specifically to EL students by a specially trained instructional aide
- Translation services for family members to discuss student support, progress and needs
- Language supports in the curriculum including: videos, audio support, closed captioning, embedded translations and translation dictionaries
- Placement in virtual reading intervention courses

E. Graduation Data

The flexible enrollment policies at Pacific View mean that students enter and exit our program all throughout the year. Many students enroll for a short period of time to earn extra credits, get caught up on credits and then return to their school of residence. Some of the most vulnerable At Promise students enroll at Pacific View after being unsuccessful at other schools and are so credit deficient that they cannot possibly graduate on time. The flexibility of the programs at PVCS allows students to stay enrolled until they graduate, even after their fourth year of high school. While this flexibility is of great benefit to these students and their families, it does result in poor graduation rates as measured by the state's 4-year cohort requirements. This is another reason why PVCS applied for and was accepted for DASS status, which will change the way the state calculates graduation rates for the school beginning in the 20/21 school year. For now, the school finds that local calculations for graduation rate are a much better measure of student progress than the state calculations as presented below.

State Graduation Rates

The following chart shows the state calculated graduation rate based on the four year cohort of students. This rate does not take into account the high number of credit deficient students enrolling in the school each year, nor the transitional nature of the program for many students, as discussed above.

Year	Rate
2017/18	47.8%
2018/19	48.9%
2019/20	56%

Local Graduation Rates

The following chart shows the total number of graduates for each school as measured by Pacific View. For these calculations, the school includes not only the 4 year cohort of students, but includes students who have graduated in the fifth or sixth year, as well as early graduates. The percentages show the number of 12th grade students enrolled at Oct 1 (CBEDs) day and then the number of students enrolled in January. The data is collected in October because this is a common data reporting date, but then again in January to allow for students who planned to return to their school of residence for their final semester or transitioned to Adult Ed to come out of the total. These percentages give the school a more accurate picture of students who plan to graduate at PVCS and actually do graduate each year. When calculated this way, the school reports graduation rates in line with the surrounding high schools and state rates.

Year	Total Graduates	4-year cohort	5th Year Seniors	11 Graders	% based on CBEDS	% based on Jan. 26
2016	79	63	16	6	54%	79%
2017	97	74	20	8	66%	85%
2018	105	94	11	5	76%	96%
2019	99	88	12	6	64%	80%
2020	112	100	14	4	62%	82%

The above chart includes students who needed additional time to graduate due to implications of Covid (13) and 4 students who were able to graduate under Assembly Bill 1350. Pacific View is proud to show that when these students are taken into consideration, all students who were on track to graduate at the onset of the Covid crisis were able to do so.

The chart below shows the reported post secondary plans for graduating students. The majority of graduates from Pacific View are not on a 4-year university track and most plan to attend community college or join the workforce upon graduation.

Post Secondary Plans

	2018 Graduates	2019 Graduates	2020 Graduates
Community College	48	75	59
4-year College	4	6	8
Trade School	5	7	3
Workforce	18	14	10
Military	8	2	2
Unknown/Undecided	26	8	30
Other:	Police Acad. 1	Fire Acad. 2	0
Total	110	114	112

Although PVCS feels that when local data is taken into consideration, the majority of students are successfully able to graduate from the program, any student who fails to graduate is a reason

to continue to implement new interventions. The following are current plans the school is working on to increase future graduation rates:

- Become a DASS school so that graduation rate is calculated at a 1 year cohort instead of 4.
- Identify credit deficient students on enrollment and track progress through counselor meetings, weekly schedule and learning planners
- Early SST/IEP meetings for students to set plan for success in school program
- IEPs are reviewed upon enrollment and strategies and SAI are put in place to align with PVCS program
- School counselor hosts/schedules career presentations targeted at student interests.

9.1

DRAFT

PACIFIC VIEW CHARTER SCHOOL

2020-2021 LEADERSHIP SALARY SCHEDULE *EFFECTIVE 01/01/2021*

STEP	Director of Curriculum Certificated 248 days	Director of Student Services Certificated 248 days		Director of Central Office and Finance Classified 248			
1	\$ 118,186	\$ 118,186		\$ 118,186			
2	\$ 122,913	\$ 122,913	\$ -	\$ 122,913	\$ -	\$ -	\$ -
3	\$ 127,830	\$ 127,830	\$ -	\$ 127,830	\$ -	\$ -	\$ -
4	\$ 132,943	\$ 132,943	\$ -	\$ 132,943	\$ -	\$ -	\$ -
5	\$ 138,261	\$ 138,261	\$ -	\$ 138,261	\$ -	\$ -	\$ -
6	\$ 143,791	\$ 143,791	\$ -	\$ 143,791	\$ -	\$ -	\$ -
7	\$ 149,543	\$ 149,543	\$ -	\$ 149,543	\$ -	\$ -	\$ -
8	\$ 157,020	\$ 157,020	\$ -	\$ 157,020	\$ -	\$ -	\$ -
9	\$ 160,161	\$ 160,161	\$ -	\$ 160,161	\$ -	\$ -	\$ -
10	\$ 163,364	\$ 163,364	\$ -	\$ 163,364	\$ -	\$ -	\$ -
11	\$ 166,631	\$ 166,631	\$ -	\$ 166,631	\$ -	\$ -	\$ -
12	\$ 169,964	\$ 169,964	\$ -	\$ 169,964	\$ -	\$ -	\$ -
13	\$ 173,363	\$ 173,363	\$ -	\$ 173,363	\$ -	\$ -	\$ -
14	\$ 176,830	\$ 176,830	\$ -	\$ 176,830	\$ -	\$ -	\$ -
15	\$ 180,367	\$ 180,367	\$ -	\$ 180,367	\$ -	\$ -	\$ -
16	\$ 183,974	\$ 183,974	\$ -	\$ 183,974	\$ -	\$ -	\$ -
17	\$ 187,654	\$ 187,654	\$ -	\$ 187,654	\$ -	\$ -	\$ -
18	\$ 191,407	\$ 191,407	\$ -	\$ 191,407	\$ -	\$ -	\$ -
19	\$ 195,235	\$ 195,235	\$ -	\$ 195,235	\$ -	\$ -	\$ -
20	\$ 199,140	\$ 199,140	\$ -	\$ 199,140	\$ -	\$ -	\$ -
21	\$ 203,122	\$ 203,122	\$ -	\$ 203,122	\$ -	\$ -	\$ -

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

Stipends for Advanced Degrees/ Additional Work Assignments

Masters Degree	\$ 2,000.00
Doctorate Degree	\$ 3,500.00
Interim Site Supervisor	\$ 7,000.00
WASC Facilitator	\$ 5,000.00
Construction Project	\$ 5,000.00

Board Approved:	6/18/2019
Amended:	8/20/2019
	11/19/2019
	5/19/2020
	9/10/2020
	01/xx/2021

10.1

Pacific View Charter School

Curriculum and Instruction

Policy #14

High School Grade Level Criteria

High school students at PVCS will be assigned a grade level according to credits earned and not age. This is to ensure that students who are credit deficient have ample time to remediate credits and students are not moved from one grade level to the next without the opportunity to complete the appropriate courses and credits for each year of high school. Supervisory teachers will notify the school counselor when a student has completed the appropriate number of credits to transition into the next grade level. In each school year, a student must complete the appropriate number of credits by the beginning of Track 2 in order for a grade level change to occur in that year. **Students may also petition the school at the end of the first semester if they have met the requirement to progress to the next grade level.** Students will progress to the next grade level when they have completed the following number of credits:

220 Graduation Requirements

Grade 9	0-60 credits 0-55 credits
Grade 10	61-120 credits 55-110 credits
Grade 11	121-180 credits 110-165 credits
Grade 12	180-220 credits 165-220 credits

Students who may qualify for the 130 Graduation Requirements will be evaluated in their third year of high school.

10.2

Pacific View Charter School Course Outline

Course Title: ~~AGS Civics~~ Foundations American Government **Course #** 1035
Department: Social Science **Credits:** 5
Prerequisite: U.S. History A/B

Course Description: Students will deepen their understanding of the institutions of American Government activities and coursework. The course will prepare students to vote, to reflect on the responsibility of citizenship, to understand the many facets of American government and to participate in the community. This course follows the California History-Social Science Framework and Model Curriculum Standards.

Student Outcomes:

The student will be able to:

- 1) Examine the meaning of citizenship.
- 2) Demonstrate an understanding of the Constitution and Bill of Rights.
- 3) Examine the Judicial, Legislative and Executive branches.
- 4) Analyze Federalism: the division of power between the federal, state, and local levels of government.
- 5) Study the basics of our economic system.
- 6) Explore our criminal and civil justice system.
- 7) Discuss contemporary issues in the world today.
- 8) Examine political parties, voting, and elections.
- 9) Understand American foreign policy and compare our nation among many.

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

Instructional Materials: United States Government. AGS, 2001

* This course requires completion of the Foundations Course Request Form and signed approval by an administrator.

Board Approved 11/12/2007

10.3

Pacific View Charter School Course Outline

Course Title: Edgenuity ~~Principles of American Democracy~~ **American Government** **Course #:** 1173

Department: Social Science

Credits: 5

Prerequisite: U.S. History A/B

Course Description:

This semester-long course provides students with a practical understanding of the principles and procedures of government. The course begins by establishing the origins and founding principles of American government. After a rigorous review of the Constitution and its amendments, students investigate the development and extension of civil rights and liberties. Lessons also introduce influential Supreme Court decisions to demonstrate the impact and importance of constitutional rights. The course builds on this foundation by guiding students through the function of government today and the role of citizens in the civic process and culminates in an examination of public policy and the roles of citizens and organizations in promoting policy changes. Throughout the course, students examine primary and secondary sources, including political cartoons, essays, and judicial opinions. Students also sharpen their writing skills in shorter tasks and assignments and practice outlining and drafting skills by writing full informative and argumentative essays.

Student Outcomes:

The student will be able to:

- 1) Examine the meaning of citizenship.
- 2) Demonstrate an understanding of the Constitution and Bill of Rights.
- 3) Examine the Judicial, Legislative and Executive branches.
- 4) Analyze Federalism: the division of power between the federal, state, and local levels of government.
- 5) Study the basics of our economic system.
- 6) Explore our criminal and civil justice system.
- 7) Discuss contemporary issues in the world today.
- 8) Examine political parties, voting, and elections.
- 9) Understand American foreign policy and compare our nation among many.

Assessment:

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

Instructional Materials:

Edgenuity Online Curriculum

Board Approval Date: 8/19/14