

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, April 19, 2016

5:00pm

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 Treasurer's Report For the Period Ending March 31, 2016

Information

8.0 Consent Calendar

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

8.1 Minutes from Board Meeting of February 16, 2016

Ratification of Bray Outdoor Ads- Billboard Moreno Valley

Action

9.0 Action/Discussion Items

9.1 Carpet Installation Bid

Action

9.2 Auditor Selection Certification-Vavrinek, Trine, Day, & Co., LLP Contract

Action

9.3 Bid Packet for Improvement Projects SB854 Compliant

Action

9.4 2016-2017 School Calendar

Action

10.0 Curriculum

10.1 Earth Science A & B

Action

Staff is recommending approval of these courses that have been updated to align to new standards

10.2 Business Math A & B

Action

Staff is recommending approval of these courses that have been updated to align to the new standards

10.3	Edgenuity Common Core Math 3 A & B Staff is recommending the approval of purchasing these new courses from Edgenuity	Action
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10.4	Edgenuity Digital Art Staff is recommending the approval of purchasing this new course from Edgenuity	Action
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11.0 **Board/Staff Discussion**

12.0 **Adjournment**

7.0

PACIFIC VIEW CHARTER SCHOOL

BOARD OF TRUSTEES' MEETING
April 19, 2016

2015/16 TREASURER'S REPORT
FOR PERIOD ENDING March 31, 2016

PACIFIC VIEW CHARTER SCHOOL

Treasurer's Report

April 19, 2016 Board Meeting

2015/16 - Charter Schools Enterprise Fund 62-00 & Capital Outlay Fund 62-01

Statement of Activities for the Period Ending March 31, 2016

Revenues			2015/16	2015/16	#	Year-to-Date		%
<u>Object</u>	<u>Resource</u>	<u>Description</u>	<u>Adopted</u>	<u>Revised</u>		<u>7/1/15-3/31/16</u>	<u>Remaining</u>	<u>Budget</u>
			<u>Budget</u>	<u>Budget</u>		<u>Transactions</u>	<u>Budget</u>	<u>Remaining</u>
8011	0000	Local Control Funding Formula	2,957,910	2,676,138		1,659,839	1,016,299	38%
8012	0000	Education Protection Act	744,988	765,105		595,840	169,265	22%
8096	0000	Transfer to Charter School Revenue Limit	910,734	972,195		815,421	156,774	16%
8550	0000	Mandated Cost Reimbursement	27,035	249,640		223,874	0	0%
8560	1100	Lottery	57,486	58,650		40,488	18,162	31%
8560	6300	Restricted Lottery	15,270	16,071		958	15,113	94%
8590	0000	Categorical Block Grant/Other State Funding	840	25,331		25,222	109	0%
8590	7405	Common Core Standards	0	0		0	0	0%
8660	0000	Interest	5,000	6,000		4,675	1,325	22%
8699	0000	All Other Local Revenue	5,600	7,229		6,072	1,158	16%
8919	0000	Authorized Interfund Transfer	0	300,000		300,000	0	0%
Grand Total All Revenues:			<u>4,724,863</u>	<u>5,076,359</u>		<u>3,672,389</u>	<u>1,378,204</u>	<u>27%</u>

Expenditures

<u>Object</u>	<u>Certificated Personnel Salaries</u>							
1100	Teacher	1,771,618	1,336,131	969,018	367,113	27%		
1300	Supervisors and Administrators	0	454,502	344,650	109,852	24%		
1900	Other Certificated	0	1,517	1,517	0	0%		
Total Certificated Personnel Salaries:		<u>1,771,618</u>	<u>1,792,150</u>	<u>1,315,184</u>	<u>476,966</u>	<u>27%</u>		

PACIFIC VIEW CHARTER SCHOOL

Treasurer's Report April 19, 2016 Board Meeting

2015/16 - Charter Schools Enterprise Fund 62-00 & Capital Outlay Fund 62-01 Statement of Activities for the Period Ending March 31, 2016

<u>Object</u>	<u>Description</u>	2015/16 Adopted Budget	2015/16 Revised Budget	Year-to-Date 7/1/15-3/31/16 Transactions	Remaining Budget	% Budget Remaining
	<u>Classified Personnel Salaries</u>					
2100	Instructional Aides	29,656	29,365	22,168	7,197	25%
2300	Supervisors and Administrators	71,810	79,172	57,450	21,722	27%
2400	Clerical, Technical and Office	239,370	252,946	190,446	62,500	25%
2900	Other Classified Salaries	0	38,342	28,944	9,398	0%
	Total Classified Personnel Salaries:	340,836	399,825	299,007	100,818	25%
	<u>Total Employee Benefits:</u>	525,534	531,145	384,643	146,502	28%
	<u>Books and Supplies</u>					
4100	Textbooks	19,050	9,550	3,938	5,612	59%
4200	Books and Other Reference Materials	0	0	0	0	0%
4300	Materials and Supplies	230,508	235,017	118,823	116,194	49%
4400	Non Capitalized Equipment	32,137	42,182	42,181	1	0%
	Total Books and Supplies:	281,695	286,749	164,942	121,807	42%
	<u>Services and Other Operating Expenditures</u>					
5200	Travel and Conferences	95,044	110,175	19,242	90,933	83%
5300	Dues and Memberships	10,069	10,069	6,270	3,799	38%
5500	Operations and Housekeeping Services	50,799	45,799	22,127	23,672	52%
5600	Rentals, Leases, Repairs, and Non capitalized Improvements	0	0	0	0	0%
5800	Professional Consulting Services & Operating Expenses	1,494,016	1,515,098	1,027,681	487,417	32%

PACIFIC VIEW CHARTER SCHOOL

Treasurer's Report

April 19, 2016 Board Meeting

2015/16 - Charter Schools Enterprise Fund 62-00 & Capital Outlay Fund 62-01 Statement of Activities for the Period Ending March 31, 2016

<u>Description</u>		2015/16 Adopted Budget	2015/16 Revised Budget	Year-to-Date 7/1/15-3/31/16 Transactions	Remaining Budget	% Budget Remaining
Object	<u>Services & Other Operating Expenses (con't)</u>					
5900	Communications	21,358	18,385	8,832	9,553	52%
	Total Services & Other Operating Expenses:	1,671,286	1,699,526	1,084,152	615,374	36%
6XXX	<u>Capital Outlay</u>	0	0	0	0	0%
7619	<u>Other Outgo and Transfers Out</u>		300,000	300,000	0	0%
	Grand Total All Expenditures:	<u>4,590,969</u>	<u>5,009,395</u>	<u>3,547,930</u>	<u>1,461,465</u>	<u>29%</u>
	Beginning Fund Balance	2,349,019	2,618,807			
	Increase/Decrease	133,894	66,964			
	Ending Fund Balance	2,482,913	2,685,771			
9711	000 Reserve for Revolving Cash	200	200			
9770	000 Designated for Economic Uncertainties	137,729	150,282			
9780	009 Deferred Maintenance Reserve	50,000	50,000			
9780	008 Erate/100 Laptops/Laptop Cart	14,848	14,848			
9780	007 Facilities Reserve	150,000	150,000			
9780	000 Land/Bldg/Deprec/Comp Absence/Growth	1,908,424	2,098,729			
9780	012 Long Term Debt Reserve (Building)	217,571	217,571			
9780	013 Long Term Debt Reserve (Automobile)	4,141	4,141			

8.1

Pacific View Charter School

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

3670 Ocean Ranch Blvd., Oceanside, California 92056

Phone# (760) 757-0161

Board of Trustees' Meeting – Tuesday, February 16, 2016

Board Minutes

1.0 Call to Order/Roll Call

President Walters called the meeting to order at 5:03 pm. Trustee Brown absent.

2.0 Approval of Agenda

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

AYES: Deegan, Walters

NOES: None

ABSTAIN: None

3.0 Pledge of Allegiance

The Pledge of allegiance was led by President Walters






4.0 Public Comment

None

5.0 Introductions

Erin Gorence, Director of Curriculum; Kathy Meck, Lead K-8 Supervisory Teacher; Kathi Cohen, Lead High School Supervisory Teacher; Lori Bentley, Human Resources & Business Specialist; Sandy Benson, Business Consultant

6.0 Executive Director's Report

-  We will begin our SBAC Testing in April
-  PE Testing for grades 5,7,& 9 will take place tomorrow here at the Oceanside site and February 24 at the Moreno Valley site
-  Staff have attended NGSS workshops & Critical Issues Charter School Symposium
-  We received another 6 year accreditation from WASC
-  We have hired a Math teacher for the Moreno Valley site and part time temporary teacher to teach our 6th grade class here in Oceanside

- 🚩 Our flag football team who won the championship last fall played the team from Trade Tech in January and won
- 🚩 The MiraCosta College Ambassador is coming to assist students with registration and answer questions regarding the college
- 🚩 We have had MiraCosta come on site and present their Auto Tech and Child Development programs
- 🚩 Our enrollment is 445 with 343 in high school and 102 in K-8. These totals include the students attending the Moreno Valley site

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 December 15, 2016

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

AYES: Deegan, Walters

NOES: None

ABSTAIN: None

8.0 Action/Discussion Items

8.1 Moved by Trustee Deegan and seconded by President Walters to approve the 2015/16 Second Interim as presented.

AYES: Deegan, Walters

NOES: None

ABSTAIN: None

8.2 Moved by Trustee Deegan and seconded President Walters by to approve the amendments to Student Policy #12 as presented.

AYES: Deegan, Walters

NOES: None

ABSTAIN: None

8.3 Moved by Trustee Deegan and seconded by President Walters to approve the Use of Facilities Policy #7 as presented.

AYES: Deegan, Walters

NOES: None

ABSTAIN: None

8.4 Proposals to purchase the Moreno Valley site were solicited from three institutions. We received approval from one based on a 75% loan with 25% down. It will be a 15yr fully amortized loan at 4.4%. The bank liked the property because it was not zoned special purpose use. We will be issuing \$3500 to open escrow. Escrow should close mid-March.

9. Board/Staff Discussion

None

14. Adjournment


President Walters adjourned the meeting at 5:32 pm.

BRAY OUTDOOR ADS

Advertising Display Agreement: 215 Freeway Billboard & North SD Bus Fullback – 8 Weeks

Address: 5010 Codorniz Way, #10, Oceanside, CA 92057 **Phone:** 760.305.7725 office

Agreement # 1408

CAMPAIGN: Now Enrolling: Tuition-free Charter School CO. NAME: Pacific View Charter Schools BILLING: 3670 Ocean Ranch Blvd Oceanside, CA 92056 Attn: Kira Fox / Gina Campbell PHONE #: 760.757.0166 ext 126 (office)	The undersigned (hereinafter referred to as "Advertiser") agrees to rent the advertising display space from Billboards in San Diego at the stated term in this agreement commencing on the effective date. EFFECTIVE DATES: Week of March 28th, 2016 (Moreno Valley) Week of March 28th, 2016 (North County) ADVERTISER INITIALS: 
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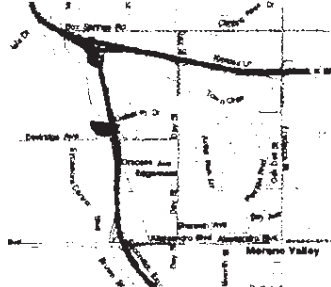
ADVERTISEMENT DESCRIPTION

<input checked="" type="checkbox"/> Billboards	<input type="checkbox"/> Posters	<input type="checkbox"/> Bus Shelters	<input type="checkbox"/> Buses	<input type="checkbox"/> Taxis
<input type="checkbox"/> Movie Theaters	<input type="checkbox"/> Mall Kiosks	<input type="checkbox"/> Airport Dioramas	<input type="checkbox"/> Stadium	<input type="checkbox"/> Other

General Description of Location:	Rental Period	Rental Rate	Production Charges
One (1) Premium Billboard and One (1) Bus Fullback: 1) One billboard targeting Riverside County located in the City of Moreno Valley, CA	8 Weeks Total For Billboard	Rates for each location: 1) \$15,000 for 8 weeks 2) \$1,500 for 8 weeks	Productions for each: 1) \$800 (14'h x 48'w) 2) \$750 (96''h x 108''w)
2) One bus fullback targeting North County	8 Weeks Total For Bus Fullback		
Detailed Description of Location's:	Rental Period	Effective Posting Dates Starting:	
1) Billboard in Moreno Valley: Billboard Size = 14' tall x 32' wide 215 Freeway - 0.6 miles south of the 60 Freeway North Facing, visible to southbound traffic	8 Weeks Total The Billboard	1) Moreno Valley Billboard: Week of March 28 th , 2016	
2) Bus Fullback in San Diego North County: The entire back of the bus printed...Example video → https://www.youtube.com/watch?v=pSr1JqlGvB8	8 Weeks Total The Fullback	2) Bus Fullback: Week of March 28 th , 2016	
PLEASE NOTE: Posting Window of 5 days (Any day Monday – Friday during “Week of”)			

BRAY OUTDOORADS

1) Moreno Valley Location To The Right



2) North County Bus Full Back Samples Located To The Right



Produced on Outdoor Vinyl

Advertising will be disposed of at the end of this agreement unless Billboards in San Diego is notified in writing 14 days prior to the end of agreement.

Special Instructions: Total contract value is \$18,050. (Eighteen thousand fifty U.S. Dollars)
Price includes all production, installation, graphic design and advertisement removal.

Final artwork and payment of \$18,050 is due and payable no later than Monday evening, March 14th, 2015 for the Moreno Valley Billboard as well as the North San Diego County Bus Fullback.

Please carefully read the additional terms in conjunction with this Advertising Display Agreement. This agreement is non-cancellable.

ACCEPTANCE:

This Advertising Display Agreement shall not obligate Billboards in San Diego in any way until it is accepted and signed by acting Principal.

By: Cory Bray

Bray Outdoor- (Print Name of Acting Principal)

By: Jim Campbell

Advertiser: (Print First & Last Name of Acting Signer)

Title: Manager/Sales Director

Bray Outdoor- (Insert Title Above)

Title: Executive Director

Advertiser: (Insert Title Above)

Date: 3-8-16

Date: 3-8-16



ADDITIONAL TERMS AND CONDITIONS

1. TERMS: Advertiser shall pay Bray Outdoor upon execution of this contract \$18,050. Any remaining invoices shall be due and payable on the first day of each month. If payment is not paid in full within thirty (30) days from the invoice date, Advertiser agrees to pay interest on said overdue amount at the rate of 1.5% per month or the maximum legal rate, whichever is less, from the date of the invoice. Invoices shall be dated the first day of the calendar month for each month in which service is provided. If any installment is not paid within sixty (60) days from the date of invoice, Bray Outdoor may treat the failure to pay such installment(s) as a total and complete breach of this contract and without notice accelerate the entire unpaid gross amount due under the contract. Advertiser shall then be liable to Bray Outdoor for the total gross amount of all unpaid installments under this contract and Bray Outdoor may at its option choose to take down Advertiser's advertisement without it affecting any part of this contract. If Advertiser fails to make the payments specified herein, Advertiser shall compensate Bray Outdoor for all costs of collection including reasonable attorney's fees and court costs, if legal action for collection is taken.

2. ILLUMINATION: Illumination shall be rendered as per the terms on the front of this contract during the term of this contract.

3. SPECIAL TREATMENT MAINTENANCE: Maintenance of special treatment, if specified, shall include regular patrol and inspection, and when necessary, cleaning, painting exposed portions, and repairing, replacing or adjusting defective parts of the special treatment and equipment during the period of this contract. If at any time during the term of this contract Bray Outdoor considers it necessary to replace any or all of the special treatment and/or equipment in order to efficiently maintain the displays during the contract period, Bray Outdoor will notify Advertiser and Bray Outdoor will replace such special treatment and/or equipment at Advertiser's expense.

4. TITLE: Bray Outdoor shall retain title to the cut-outs, extensions, illuminated letters and electrical and mechanical equipment until the termination of this contract and the payment of all sums due Bray Outdoor hereunder, whereupon title, exclusive of clock mechanisms, if any, shall pass to the Advertiser. Upon receipt of written instructions from Advertiser within sixty days after termination and payment in full, Bray Outdoor shall crate all material at Advertiser's expense, and ship same to the Advertiser F.O.B. Bray Outdoor premises. In default of shipping instructions within such sixty day period, title to the property shall be vested in Bray Outdoor and Bray Outdoor may use or dispose of the property as it wishes without compensation to Advertiser.

5. CONTINGENCIES: If by reason of acts of God, fire, strikes, shortages of labor or materials, present or future governmental laws, ordinances, rules or regulations, expiration or other termination of Bray Outdoor's lease of any of the space(s) contracted for, or for any other reason whatever, Bray Outdoor shall be unable to paint and/or maintain any of the space(s) covered hereby, this contract shall not terminate either in whole or as to any part, but Bray Outdoor shall allow Advertiser credit at the rate for such space shown on the face hereof for the period during which service was not furnished or was discontinued or suspended. Such credit to be rendered at Bray Outdoor's option, either by advertising service on new substituted space(s) approved by Advertiser on the terms and conditions hereof, or by extending the advertising services under this contract for a period beyond the termination date hereinbefore provided, or both. Such approved substitution and/or extended service shall be of equal value with the amount of such credit. Such a credit for additional advertising services shall be the exclusive remedy for Bray Outdoor's failure to perform any obligation under this Agreement and in no event shall Bray Outdoor be liable for any consequential damages arising out of its failure to perform under this Agreement.

6. TAXES: If this contract or any part hereof become subject to any Federal, State, or Local Taxation, Bray Outdoor is authorized to add such tax to the payments due from Advertiser.

7. SUCCESSORS AND ASSIGNS: This contract shall be binding upon and insure to the benefit of the respective heirs, executors, administrators, successors and assigns of the parties. This contract represents the full agreement of the parties and cannot be altered or amended except in writing signed by all of the parties hereto. This contract cannot be assigned or canceled by Advertiser without the written consent of Bray Outdoor.

8. DISPUTES: Any discrepancy, disagreement or dispute by Advertiser with any invoice, or with any services provided hereunder, shall be reported to Bray Outdoor in writing within twenty (20) days from the date of the invoice relating to the same, time being of the essence. Failure to report any such discrepancy, disagreement or dispute within such time shall constitute a waiver by Advertiser of any and all disputes related to such invoice or the service represented thereby.

9. REPAINT OR COPY CHANGES: Unless otherwise agreed in writing, Advertiser shall pay Bray Outdoor in advance for any repainting or changes in copy on the display made during the term of this display agreement at Advertiser's request. Advertiser is obligated to continue making the monthly payment during any period when the display is being repainted, rotated, or the copy is changed. Advertiser shall furnish to Bray Outdoor repaint or copy change sixty (60) days prior to the respective scheduled repaint or copy change. There will be a \$750 installation charge for each additional installation, in addition to the vinyl printing.

10. INDEPENDENT AGENCY: Advertiser acknowledges that Bray Outdoor is an independently owned and operated.

11. INDEMNIFICATION: Advertiser shall indemnify and hold harmless Bray Outdoor against any liability to which it may be subjected by reason of advertising materials supplied by Advertiser to Bray Outdoor for display pursuant to this contract, including but not limited to, liability for infringement of trademarks, trade names, copyrights, invasion of rights of privacy, defamation, illegal competition or trade practices, as well as reasonable costs, including attorney fees and expenses in defending any such action. Advertiser shall indemnify and hold harmless Bray Outdoor from any liability and legal fees and costs incurred by Bray Outdoor in the event the owner of the advertising space shall commence legal action against Bray Outdoor for collection due to the failure of Advertiser to pay its obligations hereunder to Bray Outdoor. Bray Outdoor has the right to approve all advertising materials and to reject for any reason any advertising material submitted by Advertiser. In the event of a rejection by Bray Outdoor of any advertising materials, Advertiser shall supply replacement materials and remain liable for the payments due hereunder even if display is delayed.

ADVERTISER INITIALS: BC

TODAY'S DATE: 3-8-16

9.1



2015-16
Phase 2 – Carpet Replacement

During the 2014-15 school year Pacific View Charter began a three (3) phase process of systemically replacing the flooring in our Oceanside campus. We are now beginning Phase 2 of this project.

Phase 2 includes:

3668 - Director's Office / Conference Room

3674 - K8

3680 - Bio Lab / Special Ed

3682 - Workshops

Four (4) established flooring vendors were invited to provide bids for this project. Three (3) Bidders failed to attend the required Pre-Bid Meeting and declined to submit bids.

Bid Information	A&A Flooring
Bid Total	\$41,469.00
Bidder Reputation / Past performance	A&A completed the Phase 1 portion of this Carpet Replacement Project. We found them to be prompt and professional. Our Phase 1 flooring has been extremely durable and we continue to be pleased with its performance.
Quality of Service	The A&A's crew delivered the Phase 1 project on-time and did an outstanding job accommodating the needs of our staff and scheduled the installation to accommodate our requirements.

STAFF RECOMMENDATION:

Staff would recommend awarding contract to A&A Flooring, Inc.

9.3

PACIFIC VIEW CHARTER SCHOOL

(NAME) PROJECT

PROJECT DOCUMENTS

DRAFT

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Page No.

PACIFIC VIEW CHARTER SCHOOL

NOTICE INVITING BIDS

The Pacific View Charter School will receive sealed bids for the **NAME PROJECT/DESCRIPTION** at the school central office no later than **SET DATE & TIME**, at which time or thereafter said bids will be opened and read aloud. Bids received after this time will be returned unopened. Bids shall be valid for 60 calendar days after the bid opening date.

Bids must be submitted on the School's Bid Forms.

Bidders may obtain a copy of the Contract Documents from the Business Department at: 3670 Ocean Ranch Blvd., Oceanside, CA 92056 by calling ahead for an appointment at 760-757-0161 Ext. 128. A non-refundable charge of \$15.00 (Fifteen and No/100 Dollars) will be required of any bidder who requests that the Contract Documents be mailed within California (costs for out-of-state mailings will be higher). The School will not make the Contract Documents available for review on the premises of the school.

A mandatory Pre-Bid Conference and walk-through meeting will be held on **SET DATE at SET TIME**. Each and every Bidder must attend the Pre-Bid Conference and walk-through meeting. Prospective bidders may not visit the Project Site prior to or after Pre-Bid Conference and walk-through meeting. Bids will not be accepted from any bidder who did not attend the Pre-Bid Conference. Each bid shall be accompanied by all listed and necessary documentations. Any bid which does not contain all mandatory documents listed in the Instructions to Bidders will not be considered.

Each bidder shall be a licensed general contractor pursuant to the Business and Professions Code and shall be licensed in the following appropriate classification(s) of contractor's license(s), for the work bid upon, and must maintain the license(s) throughout the duration of the Contract. In addition, each bidder shall be registered with the Department of Industrial Relations as a contractor eligible to bid on public works projects.

Award of Contract: The School shall award a competitively bid contract at the bid amount to the bidder offering the best value to the School according to its selection criteria. The contract need not be awarded to the lowest responsible bidder. The selection criteria may include the following factors:

- (1) Purchase price;
- (2) Reputation of the bidder and of the bidder's services;
- (3) Quality of the bidder's services;
- (4) Extent to which the services meet the School's needs;
- (5) Bidder's record of past performance;
- (6) Bidder's financial standing and capacity;
- (7) Contractor's/vendor's past relationship with the Charter School; and
- (8) Total long-term cost to the Charter School to acquire the goods and/or services.

For further information, contact: Lori Bentley, Human Resources and Business Specialist at lbentley@pacificview.org or call 760-757-0161 Ext. 128.

NOTICE INVITING BIDS

PACIFIC VIEW CHARTER SCHOOL

INSTRUCTIONS TO BIDDERS

1. AVAILABILITY OF CONTRACT DOCUMENTS

Bids must be submitted to the School on the Bid Forms which are a part of the Bid Package for the Project. Prospective bidders may obtain one (1) complete set of Contract Documents at no cost. Contract Documents may be obtained from the School at the location indicated in the Notice Inviting Bids. Prospective bidders are encouraged to telephone in advance to determine the availability of Contract Documents. Any applicable charges for the Contract Documents are outlined in the Notice Inviting Bids.

2. EXAMINATION OF CONTRACT DOCUMENTS

The School has made copies of the Contract Documents available, as indicated above. Bidders shall be solely responsible for examining the Project Site and the Contract Documents, including any Addenda issued during the bidding period, and for informing itself with respect to local labor availability, means of transportation, necessity for security, laws and codes, local permit requirements, wage scales, local tax structure, contractors' licensing requirements, availability of required insurance, and other factors that could affect the Work. Bidders are responsible for consulting the standards referenced in the Contract. Failure of Bidder to so examine and inform itself shall be at its sole risk, and no relief for error or omission will be given except as required under State law.

3. INTERPRETATION OF CONTRACT DOCUMENTS

Discrepancies in, and/or omissions from the Plans, Specifications or other Contract Documents or questions as to their meaning shall be immediately brought to the attention of the School by submission of a written request for an interpretation or correction to the School. Such submission, if any, must be sent to the Lori Bentley by faxing 760-435-2666 or emailing to lbentley@pacificview.org.

Any interpretation of the Contract Documents will be made only by written addenda duly issued and mailed or delivered to each person or firm who has acquired a set of Contract Documents. The School will not be responsible for any explanations or interpretations provided in any other manner. No person is authorized to make any oral interpretation of any provision in the Contract Documents to any bidder, and no bidder should rely on any such oral interpretation.

Bids shall include complete compensation for all items that are noted in the Contract Documents as the responsibility of the Contractor.

INSTRUCTIONS TO BIDDERS

4. INSPECTION OF SITE; PLAN DOCUMENTS, PRE-BID CONFERENCE AND SITE WALK

Each prospective bidder is responsible for fully acquainting itself with the conditions of the Project Site, as well as those relating to the construction and labor of the Project, to fully understand the facilities, difficulties and restrictions which may impact the cost or effort required to complete the Project. To this end, a Pre-Bid Conference and Site Walk will be held on the date and time indicated in the Notice Inviting Bids.

DESCRIBE PROJECT and DOCUMENTS TO BE PROVIDED TO BIDDERS

5. ADDENDA

The School reserves the right to revise the Contract Documents prior to the bid opening date. Revisions, if any, shall be made by written Addenda. All addenda issued by the School shall be included in the bid and made part of the Contract Documents. If the School issues an Addendum which includes material changes to the Project less than 72 hours prior to the deadline for submission of bids, the School will extend the deadline for submission of bids. The School may determine, in its sole discretion, whether an Addendum warrants postponement of the bid submission date. Each prospective bidder shall provide School a name, address and facsimile number to which Addenda may be sent, as well as a telephone number by which the School can contact the bidder. Copies of Addenda will be furnished by facsimile, first class mail, express mail or other proper means of delivery without charge to all parties who have obtained a copy of the Contract Documents and provided such current information. Please Note: Bidders are responsible for ensuring that they have received any and all Addenda. To this end, each bidder should contact the Business Department to verify that they have received all Addenda issued, if any, prior to the bid opening.

6. COMPLETION OF BID FORMS

Bids shall only be prepared using copies of the Bid Forms which are included in the Contract Documents. The use of substitute bid forms other than clear and correct photocopies of those provided by the School will not be permitted. Bids shall be executed by an authorized signatory as described in these Instructions to Bidders. In addition, Bidders shall fill in all blank spaces (including inserting "N/A" where applicable) and initial all interlineations, alterations, or erasures to the Bid Forms. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms nor make substitutions thereon. Use of black or blue pen or typewritten entries are required. Deviations in the bid form may result in the bid being deemed non-responsive.

7. MODIFICATIONS OF BIDS

Each Bidder shall submit its Bid in strict conformity with the requirements of the Contract Documents. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions or provisions attached to a Bid may render it non-responsive and may cause its rejection. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms, nor make substitutions thereon. Oral, telephonic and electronic modifications will not be considered,

INSTRUCTIONS TO BIDDERS

unless the Notice Inviting Bids authorizes the submission of electronic bids and modifications thereto and such modifications are made in accordance with the Notice Inviting Bids.

8. LICENSING REQUIREMENTS

All bidders must possess proper licenses for performance of this Contract, including being registered with the Department of Industrial Relations to bid on and perform public works projects. Subcontractors must possess the appropriate licenses for each specialty subcontracted. The School shall consider any bid submitted by a contractor not currently licensed in accordance with state law and pursuant to the requirements found in the Contract Documents to be nonresponsive, and the School shall reject the Bid. The School shall have the right to request, and Bidders shall provide within five (5) calendar days, evidence satisfactory to the School of all valid license(s) currently held by that Bidder and each of the Bidder's subcontractors, before awarding the Contract.

9. SIGNING OF BIDS

All Bids submitted shall be executed by the Bidder or its authorized representative. Bidders may be asked to provide evidence in the form of an authenticated resolution of its Board of Directors or a Power of Attorney evidencing the capacity of the person signing the Bid to bind the Bidder to each Bid and to any Contract arising therefrom.

10. SUBMISSION OF SEALED BIDS

Once the Bid and supporting documents have been completed and signed as set forth herein, they shall be placed, along with all other required materials in an envelope, sealed, addressed and delivered or mailed, postage prepaid to the School at the place and to the attention of the person indicated in the Notice Inviting Bids. No oral or telephonic bids will be considered. No forms transmitted via the internet, e-mail, facsimile, or any other electronic means will be considered unless specifically authorized by School as provided herein. The envelope shall also contain the following in the lower left-hand corner thereof:

Bid of _____ Bidder's Name
PROJECT NAME

11. DELIVERY AND OPENING OF BIDS

Bids will be received by the School at the address shown in the Notice Inviting Bids up to the date and time shown therein. The School will leave unopened any Bid received after the specified date and time, and any such unopened Bid will be returned to the Bidder. It is the Bidder's sole responsibility to ensure that its Bid is received as specified. Bids may be submitted earlier than the dates(s) and time(s) indicated.

All bids provided on-time will be opened and reviewed by the School following the close of the bidding period specified in the Notice Inviting Bids. The School may, in its sole discretion, elect to postpone the opening of the submitted Bids. School reserves the right to reject any or all Bids and to waive any informality or irregularity in any Bid. In the event of a discrepancy between

INSTRUCTIONS TO BIDDERS

the written amount of the Bid Price and the numerical amount of the Bid Price, the written amount shall govern. Bids will be reviewed regarding each criteria provided in the Notice Inviting Bids.

12. WITHDRAWAL OF BID

Prior to bid opening, a Bid may be withdrawn by the Bidder only by means of a written request signed by the Bidder or its properly authorized representative.

13. BASIS OF AWARD; BALANCED BIDS

The School shall award the Contract to the bid providing the best overall value according to the criteria in the Notice Inviting Bids, which selected bid may not necessarily be the lowest cost bid and which selection is in the sole discretion of the School. . The School may reject any Bid which, in its opinion when compared to other bids received or to the School's internal estimates, does not accurately reflect the cost to perform the Work.

14. INSURANCE REQUIREMENTS

The successful bidder shall procure the insurance in the form and in the amount specified in the Contract Documents.

15. AWARD PROCESS

Once all Bids are opened and reviewed to determine the best overall value bid, the School will announce the winning bid at that time. The apparent successful Bidder should begin to prepare the required insurance certificates and endorsements. Once the School notifies the Bidder of the award, the Bidder will have five (5) consecutive calendar days from the date of this notification to provide proof of insurance. Once the School receives all of the properly drafted and executed documents and certifications from the Bidder, the School shall issue a Notice to Proceed to that Bidder.

16. FILING OF BID PROTESTS

Bidders may file a "protest" of a Bid with the School's Director Central Office & Finance. In order for a Bidder's protest to be considered valid, the protest must:

- A. Be filed in writing within five (5) calendar days after the bid opening date;
- B. Clearly identify the specific irregularity or accusation;
- C. Clearly identify the specific School staff determination or recommendation being protested;
- D. Specify, in detail, the grounds of the protest and the facts supporting the protest; and
- E. Include all relevant, supporting documentation with the protest at time of filing.

INSTRUCTIONS TO BIDDERS

If the protest does not comply with each of these requirements, it will be rejected as invalid.

If the protest is valid, the School's Director of Central Office & Finance, or other designated School staff member, shall review the basis of the protest and all relevant information. The Director of Central Office & Finance will provide a written decision to the protestor. The protestor may then appeal the decision of the Director of Central Office & Finance to the Executive Director. The Executive Director's determination shall be final.

17. WORKERS COMPENSATION

Each bidder shall submit the Contractor's Certificate Regarding Workers' Compensation form.

18. SALES AND OTHER APPLICABLE TAXES, PERMITS, LICENSES AND FEES

Contractor and its subcontractors performing work under this Contract will be required to pay California sales tax and other applicable taxes, and to pay for permits, licenses and fees required by the agencies with authority in the jurisdiction in which the work will be located, unless otherwise expressly provided by the Contract Documents.

19. EXECUTION OF CONTRACT

As required herein the Bidder to whom an award is made shall execute the Contract in the amount determined by the Contract Documents. The School may require appropriate evidence that the persons executing the Contract are duly empowered to do so.

END OF INSTRUCTIONS TO BIDDERS

BID FORM

NAME OF BIDDER: _____

The undersigned, hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including all plans, specifications, and all addenda, if any, for the following Project:

PROJECT NAME

We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project for the following TOTAL BID PRICE:

BASE BID	BID PRICE (IN WRITTEN FORM)	BID PRICE (IN NUMBERS)
TOTAL BID PRICE		

In case of discrepancy between the written price and the numerical price, the written price shall prevail.

Please place initial beside document to verify receipt list below:

- ☐ **WORKER'S COMPENSATION CERTIFICATE**
- ☐ **INFORMATION ABOUT BIDDER**
- ☐ **VERIFICATION AND EXECUTION**
- ☐ **FINGERPRINT REQUIREMENTS**
- ☐ **FINGERPRINT REQUIREMENTS (SUBCONTRACTORS – 1 for each Sub-Contractor)**
- ☐ **DRUGFREE WORKPLACE CERTIFICATION**

**CONTRACTOR'S CERTIFICATE REGARDING
WORKERS' COMPENSATION**

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Name of Bidder _____

Signature _____

Name _____

Title _____

Dated _____

A. INFORMATION ABOUT BIDDER

****Indicate not applicable (“N/A”) where appropriate.****

1.0 Name of Bidder: _____

2.0 Type, if Entity: _____

3.0 Bidder Address: _____

Contractor’s License Number _____

PWC Registration Number _____

Facsimile Number

Telephone Number

4.0 How many years has Bidder’s organization been in business as a Contractor?

5.0 How many years has Bidder’s organization been in business under its present name? _____

5.1 Under what other or former names has Bidder’s organization operated?: _____

6.0 List Trade References:

INFORMATION REQUIRED OF BIDDERS

B. VERIFICATION AND EXECUTION

These Bid Forms shall be executed only by a duly authorized official of the Bidder:

I declare under penalty of perjury under the laws of the State of California that the foregoing information is true and correct:

Name of Bidder _____

Signature _____

Name _____

Title _____

Dated _____

CONTRACTOR & SUBCONTRACTOR FINGERPRINTING REQUIREMENTS

CONTRACTOR CERTIFICATION

With respect to the Contract dated _____ 20__ by and between **Pacific View Charter School** ("School") and _____ ("Contractor"), Contractor hereby certifies to the School's governing board that it has completed the criminal background check requirements of Education Code Section 45125.1 and that none of its employees that may come in contact with School's pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

Contractor's Representative

Date

CONTRACTOR EXEMPTION

Consistent with the options outlined in Education Code sections 45125.1 and 45125.2, which the School has elected to use for purposes of this contract, the **Pacific View Charter School** ("School") has determined that _____ ("Contractor") is exempt from the criminal background check certification requirements for the Contract dated _____, 20__ by and between the School and Contractor ("Contract") because:

The Contractor's employees will have limited contact with School students during the course of the Contract;

Emergency or exceptional circumstances exist; or

With respect to contractors constructing, reconstructing, rehabilitating or repairing a school facility, as provided in Section 45125.2, the Contractor has agreed to ensure the safety of pupils at the school facility by the following method(s) specified in Section 45125.2: _____.

School Official

Date

CONTRACTOR & SUBCONTRACTOR FINGERPRINTING REQUIREMENTS

SUBCONTRACTOR'S CERTIFICATION

The Pacific View Charter School ("School") entered into a Contract for services with _____ ("Contractor") on or about _____, 20____ ("Contract"). This certification is submitted by _____, a subcontractor to the Contractor for purposes of that Contract ("Subcontractor"). Subcontractor hereby certifies to the School's governing board that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with School pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

Subcontractor's Representative

Date

SUBCONTRACTOR'S EXEMPTION

The **Pacific View Charter School** ("School") entered into a Contract for services with _____ ("Contractor") on or about _____, 20____ ("Contract"). Consistent with the options outlined in Education Code sections 45125.1 and 45125.2, which the School has elected to use for purposes of this contract, the School has determined that _____, a subcontractor to the Contractor for purposes of that Contract ("Subcontractor"), is exempt from the criminal background check certification requirements for the Contract because:

The Subcontractor's employees will have limited contact with School students during the course of the Contract;

Emergency or exceptional circumstances exist; or

With respect to contractors constructing, reconstructing, rehabilitating or repairing a school facility, as provided in Section 45125.2, the Contractor and/or Subcontractor have agreed to ensure the safety of pupils at the school facility by the following method(s) specified in Section 45125.2: _____.

School Official

Date

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification form is part of the Contract made by and between the **Pacific View Charter School** (hereinafter referred to as the "School") and

_____ (hereinafter referred to as the "Contractor") for the _____ Project (hereinafter referred to as the "Project"). This form is required from all successful bidders pursuant to the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in their workplace and specifying actions which will be taken against employees for violations of the prohibition;

B. Establishing a drug-free awareness program to inform employees about all of the following:

1. The dangers of drug abuse in the workplace;
2. The person's or organization's policy of maintaining a drug-free workplace;
3. The availability of drug counseling, rehabilitation and employee-assistance programs; and
4. The penalties that may be imposed upon employees for drug abuse violations.

C. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision "A," and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of the Drug-Free Workplace Act as it now exists or may hereinafter be amended. Particularly, I shall abide by Government Code Section 8355 when performing the Contract for the Project by:

A. Publishing a statement notifying employees concerning the prohibition of controlled substance at my workplace;

B. Establishing a drug-free awareness program; and

C. Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and agree to abide by the terms of that statement.

I also understand that if the School determines that I have either: (a) made a false certification herein; or (b) violated this certification by failing to carry out the requirements of Section 8355, the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that if I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of the Act.

I acknowledge that I am aware of the provisions of Government Code Section 8350 et seq., and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Executed on this _____ day of _____,
20_____ at _____.

Name of Contractor (Print or Type)

By

Signature

Print Name

Title

CONTRACT

THIS CONTRACT is made this ____ day of _____, 20__, in the County of San Diego, State of California, by and between the School, hereinafter called School, and _____, hereinafter called Contractor. The School and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1. SCOPE OF WORK. The Contractor shall perform all Work within the time stipulated the Contract and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5 below for the following Project:

NAME PROJECT / DESCRIPTION

The Contractor and its surety shall be liable to the School for any damages arising as a result of the Contractor's failure to comply with this obligation.

ARTICLE 2. TIME FOR COMPLETION. The Work shall be commenced on **DATE**. The Contractor shall complete all Work required by the Contract Documents by **DATE**. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

If Contractor exceeds time limit allowed above and school is in session, no employee and/or employees shall be permitted on school premises without specific contractor/sub-contractor fingerprint certifications.

ARTICLE 3. CONTRACT PRICE. The School shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of _____ Dollars (\$ _____). Payment shall be made as set forth in the General Conditions.

ARTICLE 4. LIQUIDATED DAMAGES. It is agreed that the Contractor will pay the School the sum of **\$2,500** for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the School may deduct that amount from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of other damages specified in the Contract Documents.

ARTICLE 5. COMPONENT PARTS OF THE CONTRACT. The "Contract Documents" include the following:

- Notice Inviting Bids
- Instructions to Bidders
- Bid Form
- Contractor's Certificate Regarding Workers' Compensation
- Information Required of Bidders

Contractor & Subcontractor Fingerprinting Requirements
Drug-Free Workplace Certifications
Contract
Plans Documents/Drawings
Any other documents contained in or incorporated into the Contract

The Contactor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

Contractor has reviewed ALL Contract Documents and represents that: (i) if the Work is performed in accordance therewith, the Work shall have been constructed in accordance with all applicable state, county, and municipal laws, codes, and regulations, including, but not limited to, all applicable building codes; and (ii) the Plans and Specifications are sufficiently complete and detailed to permit Contractor to perform the entire Work on the basis of the Plans and Contract Price (and if the Plans and Specifications are not complete, to immediately stop work and seek clarification from School and/or its Designer). No changes in the Scope of Work or Contract Price shall be made unless in a Change Order signed by both parties. (iii) Contractor will be responsible for locating all utilities (above and below ground) with a licensed locating service prior to commencing work on the site. The Contractor will be provided with information from the School locating said utilities to the best of the Schools knowledge.

If at any time or times during the process of the Work, School desires to add to, alter, deviate from, or make omissions from the Work to be performed under the Plans and Specifications, School shall be at liberty to do so and the same shall in no way affect or make void this Agreement. Any such alterations to the Scope of Work, or deviations from Plans and Specifications shall be made only in a writing signed by both parties. Any verbal changes in the Scope of Work of the Plans and Specifications shall be of no force nor effect. This Agreement shall be considered completed when: (i) the Work is finished in strict accordance with the Plans and Specifications as amended by any written Change Order (ii) the School approves of the Work; (iii) a notice of completion has been issued; and (iv) the Contractor has received final payment.

ARTICLE 6. PROVISIONS REQUIRED BY LAW. Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of the California Labor Code applicable to this Project.

ARTICLE 7. OBLIGATIONS OF CONTRACTOR. Contractor agrees to furnish and transport all necessary labor, permits, notifications to air control board, materials, tools, implements, supplies, building materials and component parts, and appliances required to perform and finish the Work to industry standards and all applicable codes, free of any and all liens and claims of laborers, materialmen, suppliers, and subcontractors, free from any and all defects or deficiencies. Contractor shall further endeavor to use its best faith efforts to complete the Project timely, and continually keep School apprised of the status of the Project.

ARTICLE 8. WARRANTY. All Work that is not completed to plans and specifications, applicable codes, and industry standards shall be immediately repaired, removed, and replaced with Work of a quality approved by School, without additional compensation to Contractor. Contractor guarantees that the Work done under this Agreement will be free from faulty materials or workmanship and will comply with all applicable laws. Upon receiving notification from School, Contractor agrees to remedy, repair, or replace, immediately, without cost to School and to School's satisfaction, all defects, damages, or imperfections appearing in the Work (including labor and materials) within a period of one (1) year after the date of final completion and acceptance by the applicable governmental agency and School of the Work. Payments to Contractor shall not relieve Contractor of these obligations. Contractor will keep clean on a weekly basis the jobsite and grounds around the jobsite, and keep it in a safe, orderly, and neat condition. At the completion of the Work, the entire jobsite will be left in a broom-clean condition. Contractor shall assign all material and parts warranties to the School, and shall deliver to the School evidence of any such warranties as well as all product information and specifications. Contractor warrants that it is licensed by the Contractors State Licensing Board, and currently in good standing.

ARTICLE 9. INSURANCE/BONDS. Before commencement of any Work under this Agreement, Contractor shall obtain and maintain in full force and affect the following:

A. Comprehensive General Liability insurance that names School as an additional insured and that protects Contractor and School against any liability that Contractor may incur: (a) Because of bodily injuries to or the death of one person other than an employee of Contractor and consequential damages arising therefrom to the extent of not less than \$1,000,000.00 and on account of bodily injuries to or the death of more than one such person, subject to the same limit for each. (b) Because of damage to or destruction of any property, to the extent of not less than \$1,000,000.00 for each incident and aggregate.

B. Worker's Compensation insurance in statutory form and amount and employer's liability insurance covering Contractor's liability to the extent of not less than \$1,000,000.00 for damages because of bodily injuries to or death of such person or persons.

C. The insurance described in Section 9.A above also shall provide contractual liability coverage satisfactory to School with respect to liability assumed by Contractor under the indemnity provisions in this Agreement. Written proof of compliance with these requirements shall be filed with and approved by School before commencement of Work. The insurance provided in Section 9.A shall name School, as an additional insured, and Contractor shall cause to be issued certificates and endorsements evidencing such coverage prior to the commencement of construction. The insurance to be maintained by the Contractor shall at all times be primary to the insurance maintained by School.

ARTICLE 10. WORK STOPPAGE. If Contractor at any time during the progress of the Work refuses or neglects, without the fault of School, to supply sufficient materials or workers to continue or complete the Work for a period of more than ten (10) days, not due to conditions beyond control of the contractor are not the cause, after having been notified in writing by

School to furnish them, School shall have the power to terminate this Agreement and/or furnish and provide such materials and workers as are necessary to finish the Work, and the reasonable expense thereof shall be deducted from the amount of the contract price as determined in this Agreement.

ARTICLE 11. TERMINATION.

A. Termination by the School for Cause:

- i. The School may terminate the Contract if the Contractor repeatedly refuses or fails to supply enough properly skilled workers or proper materials; fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors; repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of a public authority; or otherwise is guilty of substantial breach of a provision of the Contract Document.
- ii. When any of the above reasons exists, the School, may determine that sufficient cause exists to justify such action, may, without prejudice to any other remedy the School may have and after giving the Contractor seven days' written notice, terminate the Contract and take possession of the site and of all materials, thereon owned by the Contractor and may finish the Work by whatever reasonable method the School may deem expedient. Upon request of the Contractor, the School shall furnish to the Contractor a detailed accounting of the costs incurred by the School in finishing the Work.
- iii. When the School terminates the Contract for one of the reasons stated in Section 11.A.i., the Contractor shall not be entitled to receive further payment until the Work is finished.
- iv. If the unpaid balance of the Contract Sum exceeds the reasonable costs of finishing the Work, and if such reasonable costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the School.

B. Termination by the School for Convenience. The School may, at any time, terminate the Contract for the School's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and reasonable costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

C. Termination by the Contractor. If the School fails to make payment as provided in Section 3 for a period of seven days, the Contractor may, upon seven additional days' written notice to the School and or the Architect, terminate the Contract and recover from the School payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

ARTICLE 12. INDEPENDENT CONTRACTOR. Contractor agrees to perform the Work as an independent contractor and not as the agent, employee, or servant of School. Contractor has and hereby retains the right to exercise full control and supervision of the Work and full control

over the employment, direction, method of performing, compensation, and discharge of all persons assisting in the Work. Contractor agrees to be solely responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding, and all other regulations governing such matters. Contractor agrees to be responsible for its own acts and those of its subordinates, employees, and subcontractors during this Agreement.

ARTICLE 13. ASSIGNMENT. Contractor shall not assign this Agreement or any interest in it or any money due or to become due under it voluntarily, involuntarily, or by operation of law without School's prior written consent. In the event of any such purported assignment without School's prior written consent, School shall have the right, in addition to all other rights provided by law, to terminate this Agreement by giving written notice to Contractor.

ARTICLE 14. GOVERNING LAW. This Agreement shall be governed by the laws of the State of California.

ARTICLE 15. DISPUTE RESOLUTION.

- A. **MEDIATION.** Any dispute arising of this Agreement shall first be submitted to mediation in an informal attempt to resolve such dispute. The mediation shall be conducted by a mediator experienced in the area of construction and construction contracts. Any party who first files any claim, including a complaint, without first seeking in good faith to participate in mediation, shall not be entitled to recover its attorney's fees pursuant to Section 14.B. of this Agreement, regardless of whether such party is the "prevailing party" in any such action.
- B. **Attorney Fees.** If any suit or action is brought to enforce or construe any provision of this Agreement, the prevailing party shall be entitled to recover its costs and expenses arising out of such litigation, including attorneys' fees and court costs, from the non-prevailing party.

ARTICLE 16. INDEMNIFICATION. Contractor shall provide indemnification as set forth in the General Conditions.

ARTICLE 17. PUBLIC WORKS REQUIREMENTS.

- A. This project is classified as a Public Work as defined in Labor Code Section 1720, to which the general prevailing rate of per diem wages for work of a similar character and the rates for overtime and holiday work in the locality in which the work is to be performed for each craft, classification or type of worker needed to execute the contract shall be paid to all workers employed on the project in accordance with Labor Code Section 1771. Copies of the prevailing rate of per diem wages are on file at the School's office and shall be made available to any interested party upon request.
- B. In accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of compensation to his employees.
- C. The Contractor is notified, and must notify all other contractors or subcontractors performing Work, that they will be subject to a penalty of twenty-five dollars for each

calendar day a worker employed in performing the Work is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week without payment of the applicable overtime rate of pay.

- D. Underpayment of Prevailing Wage: The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the contractor or subcontractor in accordance with Section 1775 of the Labor Code. (Labor Code § 1775(a)(2)(E).)
- E. The contractor will employ properly registered apprentices for the Work and will ensure full compliance with the requirements of Labor Code Section 1777.5 for all apprenticeable occupations.
- F. 8-Hour Work Day: The Project Contract should also include a clause establishing that “Eight hours labor constitutes a legal day’s work.” (Labor Code § 1810.)
- G. The Contractor will maintain accurate certified payroll records that include the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each apprentice, worker, or other employee of the contractor in connection with the public work, and a written declaration of the employee verifying the truth of the payroll record. (Labor Code § 1776.)
- H. The Contractor and each subcontractor shall furnish the payroll record of wages paid as specified in Section 1776 directly to the Compliance Monitoring Unit (“CMU”) of the DIR once the back payments of wages have been made and thereafter on a monthly basis until the completion of the Project, or within 10 days of any separate request by the CMU. (8 CCR § 16461(b).) Contract payments shall not be made when payroll records are delinquent or inadequate. (8 CCR § 16421(a)(6).)

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

Contractor Name:	Pacific View Charter School
By _____	By _____
Name and Title: _____	Gina Campbell, Executive Director
License No. _____	

9.4

PACIFIC VIEW CHARTER SCHOOL
2016-2017 SCHOOL CALENDAR- DRAFT

	M	T	W	TH	F	TRACK 1	TRACK 2/K-8
July					1	Track 1 Starts 7-1	
	4	5	6	7	8	Independence Day	
	11	12	13	14	15		
	18	19	20	21	22		
	25	26	27	28	29	20 Days	
August							
	1	2	3	4	5		
	8	9	10	11	12		
	15	16	17	18	19		Track 2 Starts 8-15
	22	23	24	25	26		
	29	30	31			23 Days (43Cum)	13 Days
September				1	2		
	5	6	7	8	9	9.5 Labor Day	9.5 Labor Day
	12	13	14	15	16		
	19	20	21	22	23		
	26	27	28	29	30	21 Days (64Cum)	21 Days (34 cum)
October	3	4	5	6	7		
	10	11	12	13	14		
	17	18	19	20	21		
	24	25	26	27	28		
	31					21 Days (85Cum)	21 Days (55 cum)
November		1	2	3	4		
	7	8	9	10	11	11.11 Veteran's Day	11.11 Veteran's Day
	14	15	16	17	18		
	21	22	23	24	25	Thanksgiving	Thanksgiving
	28	29	30			16 Days (101Cum)	16 Days (71 cum)
December				1	2		
	5	6	7	8	9		
	12	13	14	15	16		
	19	20	21	22	23	Winter Recess	Winter Recess
	26	27	28	29	30	12 Days (113Cum)	12 Days (83 cum)
January	2	3	4	5	6		
	9	10	11	12	13		
	16	17	18	19	20	1.16 MLK Day	1.16 MLK Day
	23	24	25	26	27		
	30	31				21 Days (134Cum)	21 Days (104 cum)
February			1	2	3		
	6	7	8	9	10		
	13	14	15	16	17	2-17& 20 President's Day	2-17& 20 President's Day
	20	21	22	23	24		
	27	28				18 Days (152Cum)	18 Days (122 cum)
March			1	2	3		
	6	7	8	9	10		
	13	14	15	16	17		
	20	21	22	23	24		
	27	28	29	30	31	23 Days (175Cum)	23 Days (145 cum)
						Track 1 ends 3-31	
April	3	4	5	6	7	Intercession begins 4.03	
	10	11	12	13	14	Spring Break 4.10-4.14	Spring Break 4.10-4.14
	17	18	19	20	21		
	24	25	26	27	28		15 Days (160 cum)
May	1	2	3	4	5		
	8	9	10	11	12		
	15	16	17	18	19	Intercession ends 5.19	15 Days (175 cum)
	22	23	24	25	26	5.24 Graduation	Track 2 ends 5.19
	29	30	31			5.29 Memorial Day	
June				1	2		
	5	6	7	8	9		
	12	13	14	15	16		
	19	20	21	22	23		
	26	27	28	29	30		

10.1

Pacific View Charter School Course Outline

Course Title: Earth Science A

Course #: 1043

Credits: 5

Department: Science

Pre-Requisites: none

Course Description:

Earth science is an introductory course designed to familiarize students with the basic principles of the study of the Earth. The course is a concept-oriented, investigative approach to science. Through data analysis, media investigations, and research, students will investigate the Earth through studies of the environment, geology, meteorology, and astronomy. This course incorporates the NGSS, including an emphasis on making connections through cross-cutting concepts and teaching the science and engineering practices.

Student Outcomes:

The students will be able to:

1. Explain the carbon cycle and each of the four spheres.
2. Describe how the earth formed.
3. Explain how the Earth revolving around the Sun causes seasonal variations.
4. Understand how humans use Earth's resources and how use of those resources can affect the environment.
5. Distinguish between types of plate boundaries.
6. Know that plate tectonics operating over geologic time have changed the patterns of land, sea and mountain surfaces.
7. Know how and where volcanoes form.
8. Know how and where earthquakes occur.
9. Become familiar with the tools scientists use to record and interpret data.
10. Describe types of weathering and erosion.

Assessment:

Assessments of student outcomes will be based on homework, projects, and exams.

Instructional Materials:

Earth Science, McDougal Littell, 2003

Board Approval Date:

Pacific View Charter School Course Outline

Course Title: Earth Science B

Course #: 1045

Credits: 5

Department: Science

Pre-Requisites: none

Course Description:

Earth science is an introductory course designed to familiarize students with the basic principles of the study of the Earth. The course is a concept-oriented, investigative approach to science. Through data analysis, media investigations and research, students will investigate the Earth through studies of the environment, geology, meteorology, and astronomy. This course incorporates the NGSS including an emphasis on making connections through cross-cutting concepts and teaching science and engineering practices.

Student Outcomes:

The students will be able to:

1. Identify the parts of the Earth system that affect the composition of our atmosphere.
2. Differentiate between conduction and convection.
3. Know how and where air masses originate.
4. Identify what tools are used by scientists to predict weather patterns.
5. Discuss and explore the field of oceanography.
6. Explain and understand how the Moon moves in relation to the Earth.
7. Describe how the planets are alike and different.
8. Know how relative dating is used to order past events.
9. Describe fossils and how they are used to explore the Earth's past.

Assessment:

Assessments of student outcomes will be based on homework, projects, and exams.

Instructional Materials:

Earth Science, McDougal Littell, 2003

Board Approval Date:

10.2

Pacific View Charter School Course Outline

Course Title: Business Math A

Course #: 1025

Credits: 5

Department: Math

Pre-Requisites: none

Course Description:

Business Math A is a mathematics course that explores mathematical concepts in the business world. Students learn to use mathematics effectively as a tool in their personal and business lives by learning and reviewing mathematical operations with whole numbers, decimals, fractions, ratios, and percentages. Assessments will help students to analyze, interpret, explain, synthesize, evaluate, and communicate information.

Student Outcomes:

The student will be able to:

1. Review basic mathematical skills.
2. Explore gross and net income.
3. Understand how checking and savings accounts functions.
4. Study charge accounts and credit cards.
5. Explore different types of loans and finance charges.
6. Explore the financial aspect of automobile transportation.
7. Examine housing costs.
8. Study types of insurance and investments.
9. Understand effective recordkeeping.

Assessment:

Assessment of student outcomes will be based on student performance through examinations, assignments, and qualitative evaluations.

Instructional Materials:

Mathematics with Business Applications. Glencoe Mc Graw Hill, 1998

Board Approval Date:

Pacific View Charter School Course Outline

Course Title: Business Math B

Course #: 1027

Credits: 5

Department: Math

Pre-Requisites: none

Course Description:

Business Math A is a mathematics course that explores mathematical concepts in the business world. Students learn to use mathematics effectively as a tool in their personal and business lives by learning and reviewing mathematical operations with whole numbers, decimals, fractions, ratios, and percentages. Assessments will help students to analyze, interpret, explain, synthesize, evaluate, and communicate information.

Student Outcomes:

The student will be able to:

1. Review basic mathematical skills.
2. Explore the costs of personnel, production and purchasing features of business.
3. Examine sales and marketing aspects of business.
4. Compute inventory and distribution of merchandise.
5. Calculate costs to maintain a business.
6. Understand accounting and financial management of a business.
7. Explore corporate planning.

Assessment:

Assessment of student outcomes will be based on student performance through examinations, assignments, and qualitative evaluations.

Instructional Materials:

Mathematics with Business Applications. Glencoe Mc Graw Hill, 1998

Board Approval Date:

10.3

Pacific View Charter School Course Outline

Course Title: Edgenuity Common Core Math 3A
Department: Math

Course #: 1204
Credits: 5

Course Description:

This course synthesizes previous mathematical learning in four focused areas of instruction.

First, students relate visual displays and summary statistics to various types of data and to probability distributions with a focus on drawing conclusions from the data. Then, students embark on an in-depth study of polynomial, rational, and radical functions, drawing on concepts of integers and number properties to understand polynomial operations and the combination of functions through operations.

This section of instruction builds to the

fundamental theorem of algebra. Students then expand the study of right-triangle trigonometry they began in Mathematics II to include non-right triangles and developing the laws of sines

and cosines. Finally, students model an array of real-world situations with all the types of functions they have studied, including work with logarithms to solve exponential equations. As they synthesize and generalize what they have learned about a variety of function families, students appreciate the usefulness and relevance of mathematics in the real world.

Student Outcomes:

The student will be able to:

1. Represent real numbers with variables.
2. Create multistep equations in one variable and use them to solve problems.
3. Combine functions using arithmetic operations, expressing the results both algebraically and graphically.
4. Evaluate sums, differences, products, and quotients of functions.
5. Use quadratic equations to model and solve real-world problems.
6. Use inverse operations to check the result of polynomial division
7. Use the rational root theorem to determine possible roots of a polynomial function.
8. Apply the fundamental theorem of algebra to determine the number of roots of a polynomial function and use the complex conjugate theorem to factor and solve polynomial equations.
9. Solve rational equations and determine extraneous solutions and use rational equations to model and solve real-world problems.
10. Relate transformations to the graphs of square root and cube root functions to their parent function.

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

Instructional Materials: Edgenuity Online Curriculum www.edgenuity.com

Board Approval Date:

Pacific View Charter School Course Outline

Course Title: Edgenuity Common Core Math 3B

Course #: 1205

Department: Math

Credits: 5

Course Description:

This course synthesizes previous mathematical learning in four focused areas of instruction. First, students relate visual displays and summary statistics to various types of data and to probability distributions with a focus on drawing conclusions from the data. Then, students embark on an in-depth study of polynomial, rational, and radical functions, drawing on concepts of integers and number properties to understand polynomial operations and the combination of functions through operations. This section of instruction builds to the fundamental theorem of algebra. Students then expand the study of right-triangle trigonometry they began in Mathematics II to include non-right triangles and developing the laws of sines and cosines. Finally, students model an array of real-world situations with all the types of functions they have studied, including work with logarithms to solve exponential equations. As they synthesize and generalize what they have learned about a variety of function families, students appreciate the usefulness and relevance of mathematics in the real world.

Student Outcomes:

The student will be able to:

1. Evaluate common logarithms using a calculator and evaluate logarithmic expressions by converting between logarithmic and exponential forms. Create multistep equations in one variable and use them to solve problems.
2. Solve exponential and logarithmic equations using inverses, properties, and algorithms.
3. Apply geometric series to solve mathematical and real-world problems.
4. Interpret standard deviation as it pertains to the spread of a graph.
5. Apply the z-score formula to solve problems and describe normal distributions using the mean and standard deviation.
6. Determine if a result is statistically significant and perform hypothesis tests on normally distributed data.
7. Evaluate the six trigonometric functions for angles in degrees or radians based on one or more given trigonometric function values.
8. Model and solve real-world problems using periodic functions.
9. Evaluate and graph piecewise defined functions.
10. Find the equation of a function that best models a data set and use function models to solve problems.

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

Instructional Materials: Edgenuity Online Curriculum www.edgenuity.com

Board Approval Date:

10.4

Pacific View Charter School Course Outline

Course Title: Edgenuity Digital Arts
Department: Elective

Course #: 1206
Credits: 5

Course Description:

Digital Arts focuses on building a solid foundation of the elements of art and design: line, shape, form, color, value, space, and texture. Topics include learning processes for evaluating artworks and identifying selected artists' works, styles, and historical periods. Students learn 3D space in a 2D environment; filters, gradients, and highlights; and methods of working with color. By the end of this course, students will have created a unique portfolio of digital artwork, including repeating images to be used as a computer's desktop background, a logo with text, two images scaled proportionally to one another, and a poster image and layout. Students advance their skills using Inkscape, a free open-source alternative to Adobe® Illustrator®, and also learn new tools such as the Spiral, Bezier, and Paint Bucket Tools.

Student Outcomes:

The student will be able to:

1. Explore a variety of electronic media and techniques.
2. Design and create a complex still-life artwork using the seven elements of art and the eight principles of design.
3. Create visual arts using the creative process with the teacher as a mentor, moving toward independence.
4. Create, analyze, and evaluate visual art elements of line, shape, form, color, value, texture, and space, as well as visual design principles of repetition, pattern, contrast, variety, movement, rhythm, proportion, balance, emphasis, dominance, unity, and harmony.
5. Study selected artists' works, styles, and/or historical periods.
6. Create visual artwork that communicates for a specific purpose.
7. Analyze and evaluate how personal aesthetic choices are influenced by and reflected in visual artwork.
8. Review and critique finished artwork and works in progress.
9. Present and produce work and/or performances.
10. Learn about careers in electronic media.
11. Use Inkscape workspace and tools.
12. Learn ways to suggest 3D space in a 2D environment.

Assessment: Assessment of student outcomes will be based on student performance through examinations and projects

Instructional Materials: Edgenuity Online Curriculum www.edgenuity.com

Board Approval Date: