

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, July 31, 2018

3:30pm

- 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 June 19, 2018 **Action**

8.0 Action/Discussion Items

- 8.1 2018-19 Annual Organizational Meeting
 - Elections
 - Date
 - Time
 - Location **Action**
- 8.2 Moreno Valley Project Prop 39 California Clean Energy Arithane Foam Products Contract **Action**
- 8.3 Moreno Valley Project Prop 39 California Clean Energy Emcor Contract **Action**
- 8.4 LCAP Summary **Information**
- 8.5 Student Policy #22 **Action**

This item is being brought back to amend the policy with updated language from legal. Staff recommends approval of the amendment.

9.0 Board/Staff Discussion

10.0 Adjournment

7.1

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, June 19, 2018 Board Minutes

1.0 Call to Order/Roll Call

President Brown called the meeting to order at 3:40pm from 1200 Bromberg St #213 Mineola, TX 75773, Vice President Walters and Trustee Taylor present, Trustee Meyer absent.

2.0 Approval of Agenda

Moved by President Brown & seconded by Trustee Taylor to approve the agenda as presented.

AYES: Brown, Walters, Taylor

NOES: None

ABSTAIN: None

ABSENT: Trustee Meyer

3.0 Pledge of Allegiance

The Pledge of Allegiance was let by Vice President Jon Walters

4.0 Introductions

Kathi Cohen, Lead High School ; Gayl Johnson, Director of Student Services; Lori Bentley, Human Resources & Business Services Specialist; Chris Ing, 1st Note Finance; Leslie Pluma, Project Manager 1st Note Finance; Celia Hernandez, School Counselor; Justin Davie, Emcor Rep

5.0 Executive Director's Report

- ✚ Teachers are returning from a three week break
- ✚ Student's registering for this year has grown from last year. Moreno Valley numbers are at 121 and we are in the high 700's.
- ✚ School officially begins June 2
- ✚ Due to the increased number of students registering we have hired additional summer teachers

6.0 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.

6.1 Moved by President Brown & seconded by Vice President Walters to approve the Consent Calendar as presented.

AYES: Brown, Walters, Taylor
NOES: None
ABSTAIN: None
ABSENT: Trustee Meyer

7.0 Action/Discussion Items

7.1 & 7.2 Moved by Vice President Walters & seconded by President Brown to approve both the California Clean Energy Pro 39 Cool Roof and HVAC for Moreno Valley as presented

AYES: Brown, Walters, Taylor
NOES: None
ABSTAIN: None
ABSENT: Trustee Meyer

7.3 2018-19 LCAP – The LCAP was provided for Board review and the Executive Director shared that at the July meeting there would be additional discussion and presentation

7.4 Moved by President Brown & seconded by Trustee Taylor to approve the 2018-19 Proposed Adopted Budget as presented

AYES: Brown, Walters, Taylor
NOES: None
ABSTAIN: None
ABSENT: Trustee Meyer

7.5 Moved by President Brown & seconded by Trustee Taylor to approve the Charter School Business Consultant 2018-2019 Independent Contract as presented

AYES: Brown, Walters, Taylor
NOES: None
ABSTAIN: None
ABSENT: Trustee Meyer

7.6 Moved by President Brown & seconded by Trustee Taylor to approve the PVCS Injury & Illness Prevention Program for Oceanside and Moreno Valley as presented.

AYES: Brown, Walters, Taylor
NOES: None
ABSTAIN: None
ABSENT: Trustee Meyer

7.7 Moved by Trustee Taylor & seconded by President Brown to approve the Annual submission of the Crisis Plan for Oceanside and Moreno Valley as presented

AYES: Brown, Walters, Taylor
NOES: None
ABSTAIN: None
ABSENT: Trustee Meyer

7.8 Moved by Vice President Walters & seconded by President Brown to approve the Student Policy #22 Homeless Education Policy as presented

AYES: Brown, Walters, Taylor
NOES: None
ABSTAIN: None
ABSENT: Trustee Meyer

8.0 Personnel

8.1 Moved by Trustee Taylor & seconded by President Brown to approve the 2018-19 School Psychologist Salary Schedule as presented.

AYES: Brown, Walters, Taylor
NOES: None
ABSTAIN: None
ABSENT: Trustee Meyer

8.2 Moved by Vice President Walters & seconded by Trustee Taylor to approve the 201819 Salary Schedule as presented with revisions

AYES: Brown, Walters, Taylor
NOES: None
ABSTAIN: None
ABSENT: Trustee Meyer

9.0 Curriculum

9.1 moved by President Brown & seconded by Trustee Taylor to approve the retirement of Curriculum & Instruction Policy #10 Demonstration of Mastery in Mathematics as presented.

AYES: Brown, Walters, Taylor
NOES: None
ABSTAIN: None
ABSENT: Trustee Meyer

9.2 Moved by Trustee Taylor & seconded by Vice President Walters to approve the Literacy A,B,C&D Course Outlines as presented.

AYES: Brown, Walters, Taylor

NOES: None
ABSTAIN: None
ABSENT: Trustee Meyer

9.3 Moved by President Brown & seconded by Trustee Taylor to approve the Integrated Science A&B Course Outlines as presented

AYES: Brown, Walters, Taylor
NOES: None
ABSTAIN: None
ABSENT: Trustee Meyer

10. Public Comment for Closed Session

None

11.0 Closed Session

The Board convened into Closed Session at 4:30pm

1. Public Employee Performance Evaluation (Gov.Code 54957)
Title: Founding Executive Director

12.0 Report Out To Public Action Taken In Closed Session

The Board reconvened to Open Session at 4:38pm
Moved by Trustee Taylor & seconded by President Brown the Board unanimously approved the Founding Executive Director's Performance Evaluation as being Excellent.

AYES: Brown, Walters, Taylor
NOES: None
ABSTAIN: None
ABSENT: Trustee Meyer

13.0 Board/Staff Discussion

The Executive Director informed the Board of the Charter renewal

14.0 Adjournment

President Brown adjourned the meeting at 4:40 p.m.

8.2

CONTRACT

THIS CONTRACT is made this ____ day of July, 2018, in the County of San Diego, State of California, by and between **Pacific View Charter School**, hereinafter called School, and **Arithane Foam Products, Inc.**, 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:

**Pacific View Charter School – Moreno Valley Campus
Polyurethane Spray Foam Roofing System
*As set forth in Exhibit A attached***

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 **December 22, 2018**. The Contractor shall complete all Work required by the Contract Documents by **January 6, 2019**. 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, and including all applicable taxes and costs, the sum of **Seventy-Nine Thousand Nine Hundred Eighty-Nine Dollars (\$79,989.00)**.

Payment shall be Upon receipt of written notice from the Contractor that the Work is complete and ready for final inspection, all corrections made, all reports and there is no other unfinished Work, and upon receipt of a final Application for Payment, including all completed and signed Prevailing Wage Reports using the standard California Department of Industrial Relations form. the Owner and/or their representative will promptly make such inspection and, when it finds the Work acceptable and the Contract fully performed, the Owner will promptly approve final payment.

Final payment, constituting the unpaid balance of the Contract Sum, if any, (subject to any retention with respect to minor work or defective work) shall be due and payable thirty (30) days following the receipt of a final Application for Payment provided that as a condition to such payment the Owner has approved the Work, and Contractor has provided an Unconditional Release of Lien upon final payment for itself and all subcontractors or supplier.

If there should remain minor items to be completed, the Contractor and the Owner shall list such items and the Contractor shall deliver, in writing, its unconditional promise to complete said

items within a reasonable time following substantial completion of the work. The Owner may retain an amount equal to one and one-half (1-1/2) times the cost to complete the minor work (“punch-list work”), as reasonably determined by Owner, until such time as the punch-list work is completed.

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 Contractor 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.

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. The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus material and the entire jobsite will be left in a broom-clean condition.

ARTICLE 8. WARRANTY. Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority. The Contractor shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures.

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 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 \$2,000,000 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, 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.

- A. Contractor shall defend, indemnify and hold harmless the school, agents and independent contractors (each a "School Indemnitee") from all claims, demands, actions, liens, judgments, damages, losses, costs or expenses (including, without limitation, attorneys' fees), or other liabilities of any nature: (I) arising from death, personal injury or property damage that occurs in connection with the performance of the Work by the Contractor or its Subcontractors; or (ii) arising from any act, omission, or breach by the Contractor or any of its officers, employees, agents and Subcontractors in connection with the Work or performance of the Contract by the Contractor or its Subcontractors. The foregoing shall include, without limitation, all claims, demands, actions, liens, judgments, damages, losses, costs or expenses, or other liabilities incurred by reason of:
- B. Liability for (a) death or bodily injury to persons; (b) damage or injury to, loss (including theft), or loss of use of, any property; (c) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (d) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in the Contract Documents.
- C. Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to, loss (including theft), or loss of use of, any property, sustained by any person, firm or corporation, including School, arising out of or in any way connected with Work covered by the Contract Documents, whether said injury or damage occurs either on or off school property.
- D. Any dispute between Contractor and any Subcontractor, supplier, surety or other party, including, without limitation, any failure or alleged failure of the Contractor (or any

person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or material suppliers of any tier or any other person employed in connection with the Work and/or filing of any stop payment notice or mechanic's lien claims.

- E. Breach of any warranty, express or implied.
- F. Failure of the Contractor or its Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement.
- G. Products installed in or used in connection with the Work.

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 apprentice able 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. _____	



Arithane Foam Products, Inc.

1530 N. Missile Way, Anaheim, CA 92801
Phone: 714-853-1586 Fax: 714-853-1595
Commercial License #277593

Exhibit A

PROPOSAL & ACCEPTANCE

High Performance Roofing www.arithane.com

CUSTOMER: First Note Finance	JOB: Pacific View Charter	DATE: 7/2/2018
ADDRESS: 831 Pomona Avenue	ADDRESS: 22695 Alessandro Blvd	JOB: 0
CITY, ST. ZIP: Coronado, CA	CITY, ST. Moreno Valley, CA 92553	
PHONE: 619-481-9341	PHONE:	
FAX:	FAX:	
CONTACT: Leslie Pluma	CONTACT: John R. McClain - Project Manager; 951-808-2908	
EMAIL: leslie@firstnotefinance.com	EMAIL: john.mcclain@arithane.com	

APPLICABLE SPECIFICATIONS FOR POLYURETHANE SPRAY FOAM ROOFING SYSTEM TO BE INSTALLED TO THE BUILDING REFERENCED ABOVE BASED ON 14,509 SQ. FT. plus vertical walls & edge metal

SPECIFICATIONS:

Clean and prepare existing roof surface as necessary for the proper application of spray foam roofing system.
 Install new metal foam stop at perimeter, as needed.
 Mask as necessary to protect from overspray.
 Prime roof deck with SWD 2000 sealer at the rate of 1/2 gallons per 100 sq. ft. as necessary.
 Apply 1" Inch thickness of SWD "Quik-Shield" 125 (2.5-3.0 lb.) density polyurethane foam to the roof surface, R6.3.
 Apply foam up walls and taper to: top inside edge
 Apply "SWD 1929-F "Quik-Shield" elastomeric base coating at the rate of 1 gallon per 100 sq. ft. in a contrasting color to top coat.
 Apply "SWD 1929-F "Quik-Shield" WHITE elastomeric top coating at the rate of 1.5 gallons per 100 sq. ft. (SWD "Quik-Shield" coating is Energy Star, **CRRC California Title 24 Compliant** with a solar reflectance of %82 and emittance of 91%.)
 Broadcast #11 granules into wet finish coat at the rate of 35 lbs. per 100 sq. ft.
 Clean and detail premises to remove any job related debris.
 Issue 10 year NO LEAK renewable warrant

Standard Roofing Upgrade - 10 yr Polyurethane Foam Roofing System with Acrylic Coating
 Insulated (min 1" R6.3); and Energy Star Title 24 Cool Roof (reducing energy costs and mechanical loads)
 Sustainable - Renewable Warranty (NRCA considers as system with the lowest life cycle costs)
 Lightweight - Typically does not require roof removal or roof related sheet metal
 Includes permit and allowance for prevailing wages

Initial applicable box below if accepted

BASE PRICE: \$ 79,989.00

NOTES: Exclusions: Tapered Crickets or Sloping; Manufacturer NDL Warranty (see alternate); work based upon normal working hours
 Qualifications: Owner to provide access/staging and parking adjacent to the building. Pricing based upon one mobilization.

OPTIONS:

Initial applicable box below if accepted

TOTAL PRICE INCLUDING OPTIONS: \$

BUILDING PERMIT INCLUDED: YES THIS IS A PREVAILING WAGE BID: YES
BID BOND INCLUDED: NO

ACCEPTANCE OF PROPOSAL: *The above prices, conditions, and specifications as well as the conditions herein have been read and are satisfactory and are hereby accepted. Final payment will be made promptly upon completion. You are authorized to do the work as specified.*

Authorized Signature
 Arithane Foam
 Products, Inc.

Customer
 Signature:

John McClain

Payment Terms: PROGRESS PAYMENTS WITH 100% DUE UPON COMPLETION

Arithane installs the best materials in the industry manufactured by _____



*This proposal may be withdrawn by us if not accepted within 30 days
 Upon final payment ARI-THANE will issue warranty specified above*

"A NATIONAL AWARD WINNING COMPANY"

Over 100 million square feet installed since 1972



Member

8.3

CONTRACT

THIS CONTRACT is made this ____ day of July, 2018, in the County of San Diego, State of California, by and between **Pacific View Charter School**, hereinafter called School, and **EMCOR Services Mesa Energy Systems, Inc**, 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:

**Pacific View RTU Replacement
Proposal #182562R4
*As set forth in Exhibit A attached***

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 November 17, 2018 The Contractor shall complete all Work required by the Contract Documents by November 25, 2018.** 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, and including all applicable taxes and costs, the sum of **One Hundred Twenty-Six Thousand Five Hundred Forty-Eight Dollars (\$126,548.00).**

Payment shall be Upon receipt of written notice from the Contractor that the Work is complete and ready for final inspection, all corrections made, all reports and there is no other unfinished Work, and upon receipt of a final Application for Payment, including all completed and signed Prevailing Wage Reports using the standard California Department of Industrial Relations form. the Owner and/or their representative will promptly make such inspection and, when it finds the Work acceptable and the Contract fully performed, the Owner will promptly approve final payment.

Final payment, constituting the unpaid balance of the Contract Sum, if any, (subject to any retention with respect to minor work or defective work) shall be due and payable thirty (30) days following the receipt of a final Application for Payment provided that as a condition to such payment the Owner has approved the Work, and Contractor has provided an Unconditional Release of Lien upon final payment for itself and all subcontractors or supplier.

If there should remain minor items to be completed, the Contractor and the Owner shall list such items and the Contractor shall deliver, in writing, its unconditional promise to complete said items within a reasonable time following substantial completion of the work. The Owner may retain an amount equal to one and one-half (1-1/2) times the cost to complete the minor work (“punch-list work”), as reasonably determined by Owner, until such time as the punch-list work is completed.

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 Contractor 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.

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. The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus material and the entire jobsite will be left in a broom-clean condition.

ARTICLE 8. WARRANTY. Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority. The Contractor shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures.

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 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 \$2,000,000 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, 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.

- A. Contractor shall defend, indemnify and hold harmless the school, agents and independent contractors (each a "School Indemnitee") from all claims, demands, actions, liens, judgments, damages, losses, costs or expenses (including, without limitation, attorneys' fees), or other liabilities of any nature: (I) arising from death, personal injury or property damage that occurs in connection with the performance of the Work by the Contractor or its Subcontractors; or (ii) arising from any act, omission, or breach by the Contractor or any of its officers, employees, agents and Subcontractors in connection with the Work or performance of the Contract by the Contractor or its Subcontractors. The foregoing shall include, without limitation, all claims, demands, actions, liens, judgments, damages, losses, costs or expenses, or other liabilities incurred by reason of:
- B. Liability for (a) death or bodily injury to persons; (b) damage or injury to, loss (including theft), or loss of use of, any property; (c) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (d) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in the Contract Documents.
- C. Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to, loss (including theft), or loss of use of, any property, sustained by any person, firm or

corporation, including School, arising out of or in any way connected with Work covered by the Contract Documents, whether said injury or damage occurs either on or off school property.

- D. Any dispute between Contractor and any Subcontractor, supplier, surety or other party, including, without limitation, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or material suppliers of any tier or any other person employed in connection with the Work and/or filing of any stop payment notice or mechanic's lien claims.
- E. Breach of any warranty, express or implied.
- F. Failure of the Contractor or its Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement.
- G. Products installed in or used in connection with the Work.

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 apprentice able 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. _____	

8.4

LCAP GOALS AND PLANNED ACTIONS 2018-2019

PACIFIC VIEW CHARTER SCHOOL

GOAL 1: CONTINUE TO EXPAND AND IMPROVE RESOURCES AND SERVICES TO STUDENTS AND PARENTS TO PROVIDE A SENSE OF SAFETY, SCHOOL CONNECTEDNESS, AND INCREASED STUDENT MOTIVATION.



PLANNED ACTIONS:

1. Develop plan for teaching students in grades K8 about post-secondary options.
2. Develop and host resume building and interview skills workshops for students.
3. Continue to host college and career presentations with expansion to 6-8 grades and increase the number offered in Moreno Valley.
4. Increase number of presentations on certificate programs offered by local organizations and explore possibility of offering credit for programs.
5. Expand the number of students participating in student clubs.
6. Expand middle school schedule in Moreno Valley to include Enrichment and Intervention.
7. Increase the number of visits to public and private colleges with an emphasis on particular program visits.
8. Increase frequency and effectiveness of lock down drills through annual staff training at beginning of each school year.
9. Research current trends in school safety and preparedness and continue to collaborate with law enforcement.
10. Research possibility of installing security cameras at Moreno Valley site.
11. Continue to have monthly detection dogs on campus to ensure student safety.
12. Embed growth mindset activities in intervention courses in grades 6-12.
13. Implement schoolwide instructional framework, system of teacher evaluation, and instructional focus to drive teaching and learning.



GOAL 2: CONTINUE TO DEVELOP AND REFINE A PROFESSIONAL DEVELOPMENT PLAN THAT WILL SUPPORT COMMON CORE STATE STANDARDS AND RESEARCH-BASED PEDAGOGICAL STRATEGIES IN ORDER TO ENSURE THE DIVERSE LEARNING NEEDS OF ALL STUDENTS ARE MET WITH A FOCUS ON SUPPORTING STRUGGLING READERS.

PLANNED ACTIONS:

1. Implement instructional focus schoolwide and provide staff training in reading strategies and vocabulary development.
2. Provide schoolwide training from San Diego County Office of Education in ELA strategies.
3. Send teachers to training on math talk.
4. Research other schools to send math teachers for observation of math instruction.
5. Train teachers in schoolwide instructional framework.
6. Train teachers in restorative practices through San Diego County Office of Education.
7. Train teachers to use Star Enterprise instructional planning reports to target gaps in learning and provide intervention in classes and meetings.
8. In-house review of student mental health needs to ensure students are receiving appropriate support.
9. Develop and implement an alternative to suspension program for students violating code of conduct.



GOAL 3: CONTINUE TO DEVELOP AN INFRASTRUCTURE FOR ONGOING ANALYSIS OF STUDENT PERFORMANCE AND PROGRESS BY PROVIDING STAFF DEVELOPMENT & COLLABORATIVE LEARNING TIME.



PLANNED ACTIONS:

1. Provide staff training in new History/SS curriculum.
2. Monitor implementation of World History course and make appropriate modifications as needed.
3. Implement new Student Information System for better data collection and reports.
4. Develop progress monitoring and exit criteria for middle school intervention courses.
5. Provide targeted intervention in math and language arts intervention periods in the middle school.
6. Continue to analyze end of semester grades in subject and cross curricular PLCs.
7. Continue to train teachers in appropriate placement in curriculum and use of course modifications.
8. Continue to monitor progress and adjust instruction in math and reading based on STAR Enterprise assessments.
9. Track passing rates for students in all courses.
10. Revise disenrollment process.
11. Develop and implement an internal Special Education department to appropriately service students with special needs.

GOAL 4: STUDENTS WILL HAVE EQUITABLE ACCESS TO RIGOROUS, WELL-ROUNDED, COMMON CORE ALIGNED CURRICULA IN A SAFE FACILITY, TAUGHT BY CALIFORNIA CREDENTIALLED TEACHERS, THAT ASSURES READINESS FOR A FULL RANGE OF POST-GRADUATION OPTIONS.

PLANNED ACTIONS:

1. Hire only California credentialed teachers for all core subjects.
2. Send school counselor to training on college admissions and financial aid for students.
3. Continue to conduct financial aid workshops for families and hold individual counseling by appointment.
4. Conduct resume writing and interview workshops for students.
5. Increase the number of Math 3 courses offered each year.
6. Change reading intervention programs for students grades 6-12 to personalize learning.
7. Increasing math intervention services through additional tutoring.



8.5

Pacific View Charter School

Students

Student Policy #22

Homeless Youth Education Policy

I. General Policy Statement:

~~Pacific View Charter School shall ensure that homeless children and youths shall have equal access to the same free, appropriate public education as provided to other children and youths.~~

II. Definitions:

~~“School of Origin” shall mean the school that a child or youth attended when permanently housed or the school in which the child or youth was last enrolled, including preschool. School of origin shall also include any designated receiving school for the next grade level for all feeder schools when a student completes the final grade level served by the school of origin.~~

~~“Homeless children and youths” shall mean any individuals who lack a fixed, regular, and adequate nighttime residence; and includes: (i) Children and youths who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals; (ii) Children and youths who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings; (iii) Children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and (iv) Migratory children who qualify as homeless because they are living in circumstances described in (i-iii).~~

~~“Unaccompanied youth” shall mean a homeless child or youth not in the physical custody of a parent or guardian~~

III. School Stability:

~~A. School Selection: Each school shall presume that keeping a homeless child or youth enrolled in the child’s or youth’s school of origin is in the child’s or youth’s best interest, except when doing so is contrary to the request of the child’s or youth’s parent or guardian or, in the case of an unaccompanied youth, the youth. To overcome the presumption that a child or youth should remain in his/her school of origin, the school shall consider student-centered factors including; the impact of mobility on achievement, education, health, and safety of homeless children and youth, giving priority to the request of the child’s or youth’s parent or guardian or, in the case of an unaccompanied youth, the youth. “This guidance document is advisory in nature but is binding on an agency until amended by such agency. A guidance document does not include internal procedural documents that only affect the internal operations of the agency and does not impose additional requirements or penalties on regulated parties or include confidential~~

~~information or rules and regulations made in accordance with the Administrative Procedure Act. If you believe that this guidance document imposes additional requirements or penalties on regulated parties, you may request a review of the document.~~

~~B. Enrollment: Once the school is selected in accordance with the child's or youth's best interest, that child or youth shall be immediately enrolled even if the child or youth is unable to produce records normally required for enrollment including, but not limited to, previous academic records, immunization or other health records, proof of residency or has missed any application or enrollment deadlines during any period of homelessness.~~

~~C. Transportation: If the child or youth continues to attend his or her school of origin, transportation shall be provided promptly even if there is a dispute pending regarding which school is in the child's or youth's best interest to attend. Transportation will continue to be provided to and from the school of origin for the remainder of any academic year during which the child or youth becomes permanently housed.~~

IV Records

~~A. Any record ordinarily kept by the school, including immunization or medical records, academic records, birth certificates, guardianship records, and evaluations for special services or programs, regarding each homeless child or youth shall be maintained: A. Such that all records are available, in a timely fashion, when a child or youth enrolls in a new school or school district; B. Any information about a homeless child's or youth's living situation shall be treated as a confidential student education record, and shall not be deemed to be directory information; and C. In a manner consistent with the Federal Education Rights and Privacy Act.~~

V. Services:

~~Local Education Agency Liaison: Pacific View Charter School shall identify an appropriate staff person to be the Local Educational Liaison (LEL) for all homeless children and youth attending Pacific View Charter School. The LEL responsibilities shall include, but are not limited to:~~

~~A. Ensure homeless children and youth are identified through outreach and coordination activities including coordination with the San Diego County Office of Education Homeless Education Liaison, community, and school personnel responsible for education and related services to homeless children and youths;~~

~~B. Receive appropriate time and training in order to carry out the duties required by law and this policy;~~

~~C. Ensure homeless families and homeless children and youths are referred to health care, dental, mental health, substance abuse, housing and any other appropriate services;~~

~~D. Ensure that homeless children and youths:~~

~~i. Are enrolled in school which includes attending classes and participating fully in school activities;~~

~~ii. Have a full and equal opportunity to meet the same challenging State academic standards as other children and youths; "This guidance document is advisory in nature but is binding on an agency until amended by such agency. A guidance document does not include internal procedural documents that only affect the internal operations of the agency and does not impose additional requirements or penalties on regulated parties or include confidential~~

~~information or rules and regulations made in accordance with the Administrative Procedure Act. If you believe that this guidance document imposes additional requirements or penalties on regulated parties, you may request a review of the document.~~

~~iii. Receive individualized counseling from counselors to prepare and improve their readiness for college, including college selection, application, financial aid, and on-campus supports.~~

~~iv. Unaccompanied youths are informed of their status as independent students under the Higher Education Act of 1965 and may obtain assistance from the LEL to receive verification of such status for purposes of the Free Application for Federal Student Aid.~~

~~E. Ensure that public notice of the educational rights, and available transportation services, of the homeless children and youths is disseminated in locations frequented by parents or guardians of such youths, and unaccompanied homeless youths, including schools, shelters, public libraries, and soup kitchens, in a manner and form that is easily understandable.~~

~~F. Ensure the dispute resolution process identified below is carried out in accordance with the law and district policy.~~

VI. Dispute Resolution:

~~A. The dispute procedure must be available for disputes over eligibility, as well as school selection or enrollment.~~

~~B. In the event of a dispute regarding where a child or youth should enroll, the child or youth shall be immediately enrolled in the school in which enrollment is sought pending final resolution of the dispute, including all available appeals. The district shall immediately provide the child's parent or guardian or, in the case of an unaccompanied youth, the youth a written explanation of the decision made regarding the school selection including the right to appeal such decision. Said writing shall be provided in a manner and form understandable to such parent, guardian, or unaccompanied youth and also include the LEL contact information. The LEL shall carry out the dispute resolution process within 30 calendar days from the date of said writing pursuant to 92 Nebraska Administrative Code 19-005.02.~~

~~C. Appeals: Any parent, guardian or other person having legal or actual charge of a homeless child or youth that is dissatisfied with the decision of a school district after the dispute resolution process may file an appeal with the Commissioner within thirty calendar days of receipt of the decision~~

Education for Homeless Children and Youth Policy

The Pacific View Charter School ("PVCS") Governing Board desires to ensure that homeless children and youth are provided with equal access to its educational program, have an opportunity to meet the same challenging state of California academic standards, are provided a free and appropriate public education, are not stigmatized or segregated on the basis of their status as homeless, and to establish safeguards that protect homeless students from discrimination on the basis of their homelessness.

Definition of Homeless Children and Youth

The term "homeless children and youth" means individuals who lack a fixed, regular and adequate nighttime residence. It includes children and youths who (42 U.S.C. § 11434a):

1. Are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals;
2. Have a primary nighttime residence that is a public or private place not designed for or ordinarily used as regular sleeping accommodations for human beings;
3. Are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and
4. Migratory children and unaccompanied youth (youth not in the physical custody of a parent or guardian) may be considered homeless if they meet the above definition of “homeless.”

Homeless status is determined in cooperation with the parent or guardian. In the case of unaccompanied youth, status is determined by the School Liaison.

School Liaison

The Executive Director designates the following staff person as the School Liaison for homeless students (42 U.S.C. §§11432(g)(1)(J)(ii) & (e)(3)(C)(i)(IV).):

Gayl Johnson
Director of Student Services
Pacific View Charter School, Oceanside Campus
3670 Ocean Ranch Blvd.
Oceanside, CA 92056
(760) 757-0161 Ext. 112

The School Liaison shall ensure that (42 U.S.C. § 11432(g)(6)):

1. Homeless students are identified by school personnel and through coordination activities with other entities and agencies.
2. Homeless students enroll in, and have a full and equal opportunity to succeed at PVCS.
3. Homeless students and families receive educational services for which they are eligible, including ~~services through Head Start programs (including Early Head Start programs) under the Head Start Act, early intervention services under part C of the Individuals with Disabilities Education Act, any other preschool programs administered by PVCS,~~ resources and information regarding community health care services, dental services, mental health services and substance abuse services, housing services, and other appropriate services.

4. Parents/guardians are informed of the educational and related opportunities available to their children and are provided with meaningful opportunities to participate in the education of their children.
5. Public notice of the educational rights of homeless children is disseminated at places frequented by parents or guardians of such youths, and unaccompanied youths, including schools, shelters, public libraries, and soup kitchens, and in a manner and form understandable to the parents and guardians of homeless youth and unaccompanied youth.
6. Enrollment/admissions disputes are mediated in accordance with law, PVCS charter, and Board policy.
7. Parents/guardians and any unaccompanied youth are fully informed of all transportation services, as applicable.
8. School personnel providing services receive professional development and other support;
9. The School Liaison collaborates with State coordinators and community and school personnel responsible for the provision of education and related services to homeless children and youths.
10. Unaccompanied youth are enrolled in school; have opportunities to meet the same challenging State academic standards as the State establishes for other children and youth; and are informed of their status as independent students under section 480 of the Higher Education Act of 1965 and that the youths may obtain assistance from the School Liaison to receive verification of such status for the purposes of the Free Application for Federal Student Aid described in section 483 of the Act.

Enrollment

PVCS shall immediately admit/enroll the student (subject to PVCS's capacity and pursuant to the procedures stated in the PVCS charter and Board policy), even if the student lacks records normally required for enrollment. Records will immediately be requested from the previous school. (42 U.S.C. § 11432(g)(3)(C); Education Code Section 48850(a)(3)(A).)

If the student needs to obtain immunizations or does not possess immunization or other medical records, the Executive Director or designee shall refer the parent/guardian to the School Liaison. The School Liaison shall assist the parent/guardian in obtaining the necessary immunizations or records for the student. (42 U.S.C. § 11432(g)(3)(C).)

Enrollment Disputes

If a dispute arises over admissions/enrollment, the student shall be immediately admitted, pending resolution of the dispute. (42 U.S.C. § 11432(g)(3)(E).)

The parent/guardian shall be provided with a written explanation of the admission/enrollment decision, including an explanation of the parent/guardian's right to appeal the decision. He/she shall also be referred to the School Liaison. (42 U.S.C. § 11432(g)(3)(E).)

The School Liaison shall carry out the Board-adopted dispute resolution and complaint process as expeditiously as possible after receiving notice of the dispute. (42 U.S.C. § 11432(g)(3)(E).)

Comparable Services

Each homeless child or youth shall promptly be provided services comparable to services offered to other students in PVCS such as (42 U.S.C. § 11432(g)(4)):

- Transportation services
- Educational services for which the child or youth meets eligibility criteria, such as educational programs for students with disabilities and educational programs for students with limited English proficiency
- Programs in vocational and technical education
- Programs for gifted and talented students
- School nutrition programs

Transportation

In the event that PVCS provides transportation services to all PVCS students, PVCS shall provide comparable transportation services to each homeless child or youth attending PVCS, as noted above. (42 U.S.C. § 11432(g)(4))

If the PVCS does not otherwise provide transportation services to all PVCS students, PVCS shall ensure that transportation is provided for homeless students to and from PVCS, at the request of the parent or guardian (or liaison). (42 U.S.C. § 11432(g)(1)(J))

Professional Development

All administrators, teachers and employees of PVCS will be provided professional development on the identification, services, and sensitivity necessary when dealing with homeless children and youth. (42 U.S.C. § 11433(d)(3).) All identified or suspected homeless children and youth will be referred to the School Liaison.

Board Approved: June 19, 2018

Amended: