

# 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' Special Board Meeting

Tuesday, September 26, 2017

12:00pm

1. Call to Order/Roll Call
2. Approval of Agenda **Action**
3. Pledge of Allegiance
4. Closed Session Public Comment
5. Closed Session
  - 5.1 Conference with Labor Negotiators (Gov. Code 54957.6)  
Agency Representatives: Kira Fox & Gina Campbell **Action**
6. Report Out To Public Action Taken In Closed Session
  - 5.1
7. Introductions
8. 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 August 8, 2017 **Action**
9. Action/Discussion Items
  - 9.1 2016-17 Unaudited Actuals **Action**
  - 9.2 First Note Finance- Prop 39 **Action**
10. Board/Staff Discussion
- 11.0 Adjournment

8.1

# Pacific View Charter School

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3670 Ocean Ranch Blvd., Oceanside, California 92056  
Phone # (760) 757-0161

## Board of Trustees' Meeting –Tuesday August 8, 2017 Board Minutes

1. **Call to Order/Roll Call**

President Brown called the meeting to order at 5:40pm. Vice President Walters present Trustee Taylor and Meyer absent.

2. **Approval of Agenda**

Moved by Vice President Walters & seconded by President Brown to approve the agenda as presented.

AYES: Brown, Walters

NOES: None

ABSTAIN: None

ABSENT: Trustee Taylor and Trustee Meyer

3. **Pledge of Allegiance**

The Pledge of Allegiance was let by Executive Director, Gina Campbell

4. **Public Comment Closed Session**

Each speaker will be allowed a maximum of three minutes to speak. Unless an item has been placed on the published agenda in accordance with the Brown Act, there shall be no action taken. No requests to speak.

5. **Closed Session**

The Board convened to Closed Session at 3:37 pm

**5.1** Consideration of expelled student #148248 from Vista Unified School District to attend Pacific View Charter School (Ed. Code 48918)

6. **Report Out To Public Action Taken In Closed Session**

The board returned to Open Session at 4:03 p.m.

Moved President Brown by and seconded by Vice President Walters to approve student #148248 to attend Pacific View Charter School.

AYES: Brown, Walters

NOES: None

ABSTAIN: None

ABSENT: Trustee Taylor & Trustee Meyer

7. **Public Comment**  
None

8. **Introductions**  
Erin Gorence, Director of Curriculum;; Kathi Cohen, Lead High School  
Gayl Johnson, Director of Student Services

9. **Executive Director's Report**

- ✚ K-8 staff back on campus and training today. Students return on Monday
- ✚ Our new school counselor starts on Thursday
- ✚ We hired an Instructional Aide for Oceanside to replace the one that left
- ✚ Moreno Valley counselors have been referring students to us
- ✚ Friday some staff will be attending a Professional Development – Math Mindset
- ✚ Our enrollment is 512 – Moreno Valley has 78 & Oceanside has 597 for a total of 675

10. **Consent Calendar**

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

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

AYES: Brown, Walters

NOES: None

ABSTAIN: None

ABSENT: Trustee Taylor & Trustee Meyer

11. **Action/Discussion Items**

11.1 Moved by Vice President Walters & seconded by President Brown to approve the College Readiness Plan as presented.

AYES: Brown, Walters

NOES: None

ABSTAIN: None

ABSENT: Trustee Taylor & Trustee Meyer

12.0 **Board/Staff Discussion**

- ✚ We are researching the options to provide transportation for students in Moreno Valley

- ✚ Our Audit should be completed in the next couple of weeks and the books for 2016-17 will be closed. There will need to be another meeting called to approve the audit.

### **13.0 Adjournment**

President Brown adjourned the meeting at 4:18 p.m.

9.1

**Pacific View Charter School**  
**2016/17 Unaudited Actuals Budget**  
**Financial Summary – June 30, 2017**

Legislation outlined in Education Code Section 47604.33 requires Charter Schools to report their financial statements four times a year to their Sponsoring District, County Office of Education, and the California Department of Education. The financial reporting includes Budget Adoption, First Interim, Second Interim and Unaudited Actuals. The enclosed financial reports provide an update and detail of the School's 2016/17 financial status, Unaudited Actuals, 2017/18 Budget and projections for two subsequent fiscal years. The 2016/17 Unaudited Actuals will require the Board's review and action.

The 2016/17 Unaudited Actuals includes the following items:

- ✓ 2016/17 Unaudited Actuals Multi-year Projections and Assumptions
- ✓ 2016/17 Local Control Funding Formula
- ✓ 2016/17 School Services of California Dart Board
- ✓ 2016/17 Unaudited Actuals Charter School Alternative Form

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

	K-3	4-6	7-8	9-12
LCFF Base Grants	\$7,193	\$7,303	\$7,518	\$8,712
Supplemental Grants	20%	20%	20%	20%
Concentration Grants	50%	50%	50%	50%

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

**Pacific View Charter School  
2016/17 Unaudited Actuals Budget  
Financial Summary – June 30, 2017**

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

	2016/17	2017/18	2018/19	2019/20
Enrollment	517	517	517	517
A.D.A.	573.49	573.49	573.49	573.49
A.D.A. Ratio	1.11%	1.11%	1.11%	1.11%

The enclosed reports provide updated, detailed financial information for our 2016/17 budget. Included in the Unaudited Actuals Report are 2017/18 Adopted Budget and projections for two subsequent fiscal years.



**PACIFIC VIEW CHARTER SCHOOL  
MULTI-YEAR PROJECTION  
2016-2020 Unaudited Actuals Budget**

ENTERPRISE FUND		2016-17 Unaudited Actuals Budget	2017-18 Working/ Adopted Budget	2018-19 Projected Budget	2019-20 Projected Budget
<b>A. REVENUES</b>					
1) Revenue Limit Sources	8010-8099	5,061,091	<b>5,424,022</b>	5,730,911	5,857,271
2) Other Federal Revenues	8100-8299	0	<b>0</b>	0	0
3) Other State Revenues	8300-8599	464,687	<b>108,806</b>	111,597	114,472
4) Other Local Revenues	8600-8799	23,659	<b>11,000</b>	13,000	15,000
<b>5) TOTAL REVENUES</b>		<b>5,549,437</b>	<b>5,543,828</b>	<b>5,855,508</b>	<b>5,986,744</b>
<b>B. EXPENDITURES</b>					
1) Certificated Salaries	1000-1999	2,216,591	<b>2,297,807</b>	2,366,741	2,437,743
2) Classified Salaries	2000-2999	576,941	<b>552,098</b>	568,661	585,721
3) Employee Fringes	3000-3999	814,845	<b>851,860</b>	901,093	982,596
4) Books, Supplies, Non-Capital Equip	4000-4999	155,445	<b>304,494</b>	313,629	323,038
5) Services, Other Operating Exp	5000-5999	733,695	<b>1,448,537</b>	1,491,993	1,536,753
7) Other Outgo	6900-7299	122,142	<b>0</b>	0	0
8) Direct Support/Indirect Costs	7300-7499	147,872	<b>0</b>	0	0
<b>9) TOTAL EXPENDITURES</b>		<b>4,767,532</b>	<b>5,454,796</b>	<b>5,642,117</b>	<b>5,865,850</b>
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES &amp; USES</b>		<b>781,905</b>	<b>89,032</b>	<b>213,391</b>	<b>120,893</b>
<b>D. Other Financing Sources/Uses</b>					
1) Interfund Transfers In - 8919					
2) Interfund Transfers Out - 7619					
<b>E. Net Increase(Decrease) in Fund Balance</b>		<b>781,905</b>	<b>89,032</b>	<b>213,391</b>	<b>120,893</b>
<b>F. FUND BALANCE, RESERVES</b>					
1) Fund 62/62-01 Beginning Balance/July 1		<b>3,284,532</b>	<b>4,066,437</b>	<b>4,155,469</b>	<b>4,368,860</b>
2) Ending Balance		<b>4,066,437</b>	<b>4,155,469</b>	<b>4,368,860</b>	<b>4,489,753</b>
<b>Components of Fund Balance</b>					
Restricted for Econ Uncert.		<b>238,377</b>	<b>163,644</b>	<b>169,264</b>	<b>175,976</b>
Restricted for Special Purposes		<b>3,828,061</b>	<b>3,991,825</b>	<b>4,199,596</b>	<b>4,313,778</b>
Undesignated		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total Components of Fund Balance</b>		<b>4,066,437</b>	<b>4,155,469</b>	<b>4,368,860</b>	<b>4,489,753</b>
<b>SPECIAL RESERVE FUND FOR CAPITAL OUTLAY PROJECTS</b>		<b>169,248</b>	<b>169,248</b>	<b>169,248</b>	<b>169,248</b>

**PACIFIC VIEW CHARTER SCHOOL  
MULTI-YEAR PROJECTION  
2016-2020 Unaudited Actuals Budget**

		<b>2016-17 Unaudited Actuals</b>	<b>2017-18 Working/ Adopted</b>	<b>2018-19 Projected Budget</b>	<b>2019-20 Projected Budget</b>
Designated for Economic Uncertainty	9770-000	238,377	163,644	169,264	175,976
<b>TOTAL</b>		<b>238,377</b>	<b>163,644</b>	<b>169,264</b>	<b>175,976</b>
Revolving Cash Reserve	9711-000	200	200	200	200
Deferred Maintenance Reserve	9780-009	50,000	50,000	50,000	50,000
Laptops/Laptop Cart Replacements	9780-008	14,848	14,848	15,293	15,752
Payroll/Facilities Reserve	9780-007	150,000	150,000	150,000	150,000
Land/Bldg/Deprec/Long Term Debt	9780-000	3,391,301	3,555,065	3,762,391	3,876,113
Short Term Debt Reserve (Building)	9780-012	217,571	217,571	217,571	217,571
Short Term Debt Reserve (Automobile)	9780-013	4,141	4,141	4,141	4,141
<b>TOTAL</b>		<b>3,828,061</b>	<b>3,991,825</b>	<b>4,199,596</b>	<b>4,313,777</b>
Undesignated	9790-000	(0)	0	(0)	0
<b>TOTAL</b>		<b>(0)</b>	<b>0</b>	<b>(0)</b>	<b>0</b>
<b>TOTAL RESERVES</b>		<b>4,066,438</b>	<b>4,155,469</b>	<b>4,368,860</b>	<b>4,489,753</b>

**PACIFIC VIEW CHARTER SCHOOL  
MULTI-YEAR PROJECTION  
2016-2020 Unaudited Actuals Budget**

	<b>2017-18 PROJECTED</b>	<b>2018-19 PROJECTED</b>	<b>2019-20 PROJECTED</b>
<b><u>REVENUE</u></b>			
1. COLA	1.56%	1.10%	2.42%
2. LOTTERY	\$144.00	\$144.00	\$144.00
3. ENROLLMENT ESTIMATES			
Totals	517	517	517
4. ENROLLMENT INCREASE(DECREASE)	40	0	0
5. REVENUE LIMIT ADA	573.87	573.87	573.80
<b><u>EXPENDITURES</u></b>			
1. FRINGE BENEFIT RATES			
STRS State Teachers Retirement System	14.43%	14.430%	16.28%
PERS Public Employee Retirement System	15.531%	15.500%	17.100%
Social Security	6.20%	6.20%	6.20%
Medicare	1.45%	1.45%	1.45%
SUI State Unemployment Insurance/ 09/10 .30%	1.10%	1.10%	1.10%
Workers Compensation/09/10 1.80%	1.89%	1.89%	1.89%
Health Insurance cost per year	\$ 296,193	\$ 305,079	\$ 314,231
Books and Supplies/Other Operating Services	5%	3%	3%

**PACIFIC VIEW CHARTER SCHOOL  
MULTI-YEAR PROJECTION  
2016-2020 Unaudited Actuals Budget**

<b>REVENUES</b>	<b>2017-18</b>	<b>2018-19</b>	<b>2019-20</b>
<i>Total Student Enrollment</i>	<i>517</i>	<i>517</i>	<i>517</i>
<i>Total Student ADA</i>	<i>573.87</i>	<i>573.87</i>	<i>573.80</i>
<b>Student ADA at 95.69% - MS - Grade K-3</b>	<b>16.02</b>	<b>16.02</b>	<b>16.02</b>
<b>Student ADA at 95.69% - MS - Grade 4-6</b>	<b>54.32</b>	<b>54.32</b>	<b>54.32</b>
<b>Student ADA at 95.69% - MS - Grade 7-8</b>	<b>74.54</b>	<b>74.54</b>	<b>74.54</b>
<b>Student ADA at 95.69% - HS - Grade 9-12</b>	<b>428.61</b>	<b>428.61</b>	<b>428.61</b>
<b>Revenue Limit Sources</b>			
0000-000 8011 LCFF Base Funding	2,308,098	2,973,409	3,589,425
0000-000-8011-001 LCFF Base Funding Prior Year	0	0	0
0000-500-8011 Supplemental & Concentration Grants	692,453	373,545	213,870
0000-500-8011-001 Supplemental & Concentratio Grants PY	0	0	0
1400-000-8012 Education Protection Account	815,453	727,698	348,030
1400-000-8012-001 Education Protection Account Prior Year	0	0	0
0000-000-8096 In lieu of Property Taxes-Included in Prin Appor	1,608,018	1,656,259	1,705,946
0000-000-8096-001 In lieu of Property Tax Prior Year	0	0	0
<b>TOTALS</b>	<b>5,424,022</b>	<b>5,730,911</b>	<b>5,857,271</b>
<b>Other State Revenues</b>			
0000-000-8550 Mandated Costs	15,671	15,671	15,671
1100-000-8560 State Lottery - CY Unrestricted	70,891	73,018	75,208
1100-000-8560-001 State Lottery - Prior Year Unrestricted	0	0	0
6300-000-8560 State Lottery - CY Restricted	22,154	22,819	23,503
6300-000-8560-001 State Lottery Restricted Adjustment	0	0	0
Various-8590 Star Testing Revenue	90	90	90
Various-8590-001 Star Testing Revenue	0	0	0
<b>TOTALS</b>	<b>108,806</b>	<b>111,597</b>	<b>114,472</b>
<b>Other Local Revenues</b>			
0000-000-8660 Interest	6,000	8,000	10,000
0000-000-8699 All other local revenue	5,000	5,000	5,000
0000-000-8699 Microsoft Voucher Funds	0	0	0
<b>TOTALS</b>	<b>11,000</b>	<b>13,000</b>	<b>15,000</b>
<b>TOTAL REVENUE</b>	<b>\$5,543,828</b>	<b>\$5,855,508</b>	<b>\$5,986,744</b>

**PACIFIC VIEW CHARTER SCHOOL  
MULTI-YEAR PROJECTION  
2016-2020 Unaudited Actuals Budget**

<b>EXPENDITURES</b>		<b>2017-18</b>	<b>2018-19</b>	<b>2019-20</b>
		<b>21.9</b>	<b>21.9</b>	<b>21.9</b>
<b><i>Certificated Salaries</i></b>				
1000-1999		<b>2,297,807</b>	<b>2,366,741</b>	<b>2,437,743</b>
Teacher salaries based on 21.9 FTE				
Admin Salaries 3.7FTE				
<b><i>Classified Salaries</i></b>				
2000-2999		<b>552,098</b>	<b>568,661</b>	<b>585,721</b>
Support staff & office salaries 7.5 FTE				
Admin Salaries 1.0 FTE				
<b><i>Employee Fringes</i></b>				
3111/3211 STRS		299,137	341,521	396,865
3212 PERS		95,796	88,142	100,158
3311/3312 Social Security		34,231	35,257	36,315
3321/3322 Medicare		39,003	42,563	43,840
3401/3402 Health & Welfare Benefits		296,193	305,079	314,231
3501/3502 Unemployment Insurance		32,089	33,052	34,043
3601/3602 Workman's Compensation Ins.		56,411	55,479	57,143
<b>TOTALS</b>		<b>851,860</b>	<b>901,093</b>	<b>982,596</b>
<b><i>Books and Supplies</i></b>				
4000-4999		<b>304,494</b>	<b>313,629</b>	<b>323,038</b>
<b><i>Services, Other Operating Expense</i></b>				
5000-5999		<b>1,448,537</b>	<b>1,491,993</b>	<b>1,536,753</b>
conferences, mileage, dues & memberships, insurance, gas & electricity, irrigation, trash, pest control, contracted				
cleaning services, leases, maintenance agreements, grounds & repairs, equipment leases, bank expenses,				
contracted services, bottled water, employment services, security services, charter buses, software licensing,				
print shop services, SDCOE systems, oversight fee, payroll services, legal expenses, advertising, telephones &				
cell phones, postage, internet costs				
<b><i>Other Outgo</i></b>		<b>0</b>	<b>0</b>	<b>0</b>
<b><i>Direct Support/Indirect Costs</i></b>		<b>0</b>	<b>0</b>	<b>0</b>
<b>TOTAL EXPENDITURES</b>		<b>\$5,454,796</b>	<b>\$5,642,117</b>	<b>\$5,865,850</b>

LCFF Calculator Universal Assumptions										
Pacific View Charter (3731221) - 2017-18 Proposed Adopted										
Summary of Funding										
	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	
Target	\$ 4,250,510	\$ 4,207,762	\$ 4,704,151	\$ 5,500,918	\$ 5,607,994	\$ 5,705,881	\$ 5,813,157	\$ 5,962,456	\$ 5,962,456	
Floor	2,978,587	3,073,221	3,789,700	5,008,875	5,279,648	5,424,024	5,625,634	5,763,484	5,962,457	
Applied Formula: Target or Floor	FLOOR	FLOOR	FLOOR	FLOOR	FLOOR	FLOOR	FLOOR	FLOOR	TARGET	
Remaining Need after Gap (Informational only)	1,119,271	793,758	433,837	221,272	183,972	80,245	49,675	-	-	
Current Year Gap Funding	152,652	342,783	480,614	270,771	144,374	201,612	137,848	198,972	-	
Miscellaneous Adjustments	-	-	-	-	-	-	-	-	-	
Economic Recovery Target	-	-	-	-	-	-	-	-	-	
Additional State Aid	-	-	-	-	-	-	-	-	-	
Total Phase-In Entitlement	\$ 3,131,239	\$ 3,414,004	\$ 4,270,314	\$ 5,279,646	\$ 5,424,022	\$ 5,625,636	\$ 5,763,482	\$ 5,962,456	\$ 5,962,456	
Components of LCFF By Object Code										
	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22
8011 - State Aid	\$ 1,308,667	\$ 1,656,232	\$ 1,754,871	\$ 2,310,083	\$ 2,797,683	\$ 3,000,551	\$ 3,236,573	\$ 3,374,419	\$ 3,573,393	\$ 3,573,393
8011 - Fair Share	-	-	-	-	-	-	-	-	-	-
8311 & 8590 - Categoricals	305,189	-	-	-	-	-	-	-	-	-
EPA (for LCFF Calculation purposes)	617,714	568,485	706,491	759,873	873,945	815,453	781,045	781,045	781,045	781,045
Local Revenue Sources:										
8021 to 8089 - Property Taxes	-	-	-	-	-	-	-	-	-	-
8096 - In-Lieu of Property Taxes	944,502	906,522	952,642	1,200,358	1,608,018	1,608,018	1,608,018	1,608,018	1,608,018	1,608,018
Property Taxes not in-lieu	-	-	-	-	-	-	-	-	-	-
TOTAL FUNDING	\$ 3,176,072	\$ 3,131,239	\$ 3,414,004	\$ 4,270,314	\$ 5,279,646	\$ 5,424,022	\$ 5,625,636	\$ 5,763,482	\$ 5,962,456	\$ 5,962,456
Basic Aid Status		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Less: Excess Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Less: EPA in Excess to LCFF Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Phase-In Entitlement	\$ 3,131,239	\$ 3,414,004	\$ 4,270,314	\$ 5,279,646	\$ 5,424,022	\$ 5,625,636	\$ 5,763,482	\$ 5,962,456	\$ 5,962,456	
8012 - EPA Receipts (for budget & cashflow)	\$ 614,334	\$ 569,408	\$ 706,223	\$ 756,629	\$ 879,914	\$ 815,453	\$ 781,045	\$ 781,045	\$ 781,045	\$ 781,045
Summary of Student Population										
	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	
Unduplicated Pupil Population										
Agency Unduplicated Pupil Count	231.00	192.00	246.00	297.00	300.00	300.00	300.00	300.00	300.00	
COE Unduplicated Pupil Count	-	-	-	-	-	-	-	-	-	
Total Unduplicated pupil Count	231.00	192.00	246.00	297.00	300.00	300.00	300.00	300.00	300.00	
Rolling %, Supplemental Grant	57.7500%	56.5500%	57.7700%	58.8000%	59.4100%	58.7800%	58.0300%	58.0300%	58.0300%	
Rolling %, Concentration Grant	57.7500%	56.5500%	57.7700%	58.8000%	59.4100%	58.7800%	58.0300%	58.0300%	58.0300%	
FUNDED ADA										
Adjusted Base Grant ADA	Current Year	Current Year	Current Year	Current Year	Current Year	Current Year	Current Year	Current Year	Current Year	
Grades TK-3	28.60	21.52	14.36	16.02	16.02	16.02	16.02	16.02	16.02	
Grades 4-6	23.27	15.53	40.63	54.32	54.32	54.32	54.32	54.32	54.32	
Grades 7-8	33.89	23.76	39.67	74.54	74.54	74.54	74.54	74.54	74.54	
Grades 9-12	362.82	379.12	393.95	428.61	428.61	428.61	428.61	428.61	428.61	
Total Adjusted Base Grant ADA	448.58	439.93	488.61	573.49	573.49	573.49	573.49	573.49	573.49	
Necessary Small School ADA	Current year	Current year	Current year	Current year	Current year	Current year	Current year	Current year	Current year	
Grades TK-3	-	-	-	-	-	-	-	-	-	
Grades 4-6	-	-	-	-	-	-	-	-	-	
Grades 7-8	-	-	-	-	-	-	-	-	-	
Grades 9-12	-	-	-	-	-	-	-	-	-	
Total Necessary Small School ADA	-	-	-	-	-	-	-	-	-	
Total Funded ADA	448.58	439.93	488.61	573.49	573.49	573.49	573.49	573.49	573.49	
ACTUAL ADA (Current Year Only)										
Grades TK-3	28.60	21.52	14.36	16.02	16.02	16.02	16.02	16.02	16.02	
Grades 4-6	23.27	15.53	40.63	54.32	54.32	54.32	54.32	54.32	54.32	
Grades 7-8	33.89	23.76	39.67	74.54	74.54	74.54	74.54	74.54	74.54	
Grades 9-12	362.82	379.12	393.95	428.61	428.61	428.61	428.61	428.61	428.61	
Total Actual ADA	448.58	439.93	488.61	573.49	573.49	573.49	573.49	573.49	573.49	
Funded Difference (Funded ADA less Actual ADA)	-	-	-	-	-	-	-	-	-	
Minimum Proportionality Percentage (MPP)										
	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	
Current year estimated supplemental and concentration grant funding in the LCAP year	\$ 453,679	\$ 538,936	\$ 661,118	\$ 692,453	\$ 685,132	\$ 674,273	\$ 691,591	\$ 691,591	\$ 691,591	
Current year Minimum Proportionality Percentage (MPP)	15.33%	14.44%	14.31%	14.63%	13.87%	13.25%	13.12%	13.12%	13.12%	

## SSC School District and Charter School Financial Projection Dartboard 2017-18 May Revision

This version of SSC's Financial Projection Dartboard is based on the 2017-18 May Revision. We have updated the Local Control Funding Formula (LCFF) factors. We have also updated the cost-of-living adjustment (COLA), Consumer Price Index (CPI), and ten-year T-bill planning factors per the latest economic forecasts. We rely on various state agencies and outside sources in developing these factors, but we assume responsibility for them with the understanding that they are general guidelines.

LCFF ENTITLEMENT FACTORS				
Entitlement Factors per ADA	K-3	4-6	7-8	9-12
2016-17 Base Grants	\$7,083	\$7,189	\$7,403	\$8,578
COLA at 1.56%	\$110	\$112	\$115	\$134
2017-18 Base Grants	\$7,193	\$7,301	\$7,518	\$8,712

Entitlement Factors per ADA	K-3	4-6	7-8	9-12
2017-18 Base Grants	\$7,193	\$7,301	\$7,518	\$8,712
Grade Span Adjustment Factors	10.4%	-	-	2.6%
Grade Span Adjustment Amounts	\$748	-	-	\$227
2017-18 Adjusted Base Grants	\$7,941	\$7,301	\$7,518	\$8,939
Supplemental Grants (% Adj. Base)	20%	20%	20%	20%
Concentration Grants	50%	50%	50%	50%
Concentration Grant Threshold	55%	55%	55%	55%

LCFF DARTBOARD FACTORS					
Factor	2016-17	2017-18	2018-19	2019-20	2020-21
LCFF Planning Factors	SSC Simulator	SSC Simulator	SSC Simulator <sup>2</sup>	SSC Simulator <sup>2</sup>	SSC Simulator <sup>2</sup>
SSC Gap Funding Percentage	55.03%	43.97%	39.03%	41.51%	44.07%
Department of Finance Gap Funding Percentage	55.03%	43.97%	71.53%	73.51%	100.00%
Gap Funding Percentage <sup>1</sup> (May Revise)	54.84%	43.97%	-	-	-

PLANNING FACTORS						
Factor		2016-17	2017-18	2018-19	2019-20	2020-21
Statutory COLA		0.00%	1.56%	2.15%	2.35%	2.57%
COLA on state and local share only of Special Education, Child Nutrition, Foster Youth, Preschool, American Indian Education Centers/American Indian Early Childhood Education		0.00%	1.56%	2.15%	2.35%	2.57%
California CPI		2.50%	3.11%	3.19%	2.86%	2.97%
Interest Rate for Ten-Year Treasuries		2.20%	2.67%	2.90%	3.05%	3.00%
California Lottery	Unrestricted per ADA	\$144	\$144	\$144	\$144	\$144
	Restricted per ADA	\$45	\$45	\$45	\$45	\$45
Mandate Block Grant (District)	Grades K-8 per ADA	\$28.42	\$28.42	\$28.42	\$28.42	\$28.42
	Grades 9-12 per ADA	\$56	\$56	\$56	\$56	\$56
Mandate Block Grant (Charter)	Grades K-8 per ADA	\$14.21	\$14.21	\$14.21	\$14.21	\$14.21
	Grades 9-12 per ADA	\$42	\$42	\$42	\$42	\$42
One-Time Discretionary Funds per ADA		\$214	\$170 <sup>3</sup>	–	–	–
CalPERS Employer Rate (projected)		13.888%	15.531%	18.1%	20.8%	23.8%
CalSTRS Employer Rate (statutory)		12.58%	14.43%	16.28%	18.13%	19.10%

RESERVES		
State Reserve Requirement	District ADA Range	Reserve Plan
The greater of 5% or \$66,000	0 to 300	SSC recommends one year's increment of planned revenue growth
The greater of 4% or \$66,000	301 to 1,000	
3%	1,001 to 30,000	
2%	30,001 to 400,000	
1%	400,001 and higher	

<sup>1</sup> Either this percentage or the final State Budget gap percentage can be used for calculating movement toward class sizes of 24:1 at grades transitional kindergarten-3.

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

<sup>3</sup> Amount is not eligible for receipt until May 2019, and LEAs should exclude from their budget and multiyear projection.

CHARTER SCHOOL UNAUDITED ACTUALS  
FINANCIAL REPORT – ALTERNATIVE FORM  
July 1, 2016 to June 30, 2017

CHARTER SCHOOL CERTIFICATION

Charter School Name: Pacific View Charter School  
CDS #: 37735693731221  
Charter Approving Entity: Oceanside Unified School District  
County: San Diego  
Charter #: 247

NOTE: An Alternative Form submitted to the California Department of Education will not be considered a valid submission if the following information is missing:

For information regarding this report, please contact:

For County Fiscal Contact:

Zandy Macasinag  
Name

Financial Accounting & Data Support Mana  
Title

858-292-3668  
Telephone

alexandre.macasinag@sdcoe.net  
E-mail address

For Approving Entity:

Dr. Shannon Soto  
Name

Associate Superintendent of Business Serv  
Title

760-966-4047  
Telephone

shannon.soto@oside.us  
E-mail address

For Charter School:

Gina Campbell  
Name

Executive Director  
Title

760-757-0161  
Telephone

gcampbell@pacificview.org  
E-mail address

To the entity that approved the charter school:

( X ) 2016-17 CHARTER SCHOOL UNAUDITED ACTUALS FINANCIAL REPORT – ALTERNATIVE FORM: This report has been approved, and is hereby filed by the charter school pursuant to *Education Code* Section 42100(b).

Signed: Gina Campbell  
Charter School Official  
(Original signature required)

Date: 9-15-17

Printed  
Name: Gina Campbell

Title: Executive Director

To the County Superintendent of Schools:

( X ) 2016-17 CHARTER SCHOOL UNAUDITED ACTUALS FINANCIAL REPORT – ALTERNATIVE FORM: This report is hereby filed with the County Superintendent pursuant to *Education Code* Section 42100(a).

Signed: \_\_\_\_\_  
Authorized Representative of  
Charter Approving Entity  
(Original signature required)

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

Printed  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

To the Superintendent of Public Instruction:

( X ) 2016-17 CHARTER SCHOOL UNAUDITED ACTUALS FINANCIAL REPORT – ALTERNATIVE FORM: This report has been verified for mathematical accuracy by the County Superintendent of Schools pursuant to *Education Code* Section 42100(a).

Signed: \_\_\_\_\_  
County Superintendent/Designee  
(Original signature required)

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



**CHARTER SCHOOL UNAUDITED ACTUALS  
FINANCIAL REPORT -- ALTERNATIVE FORM**

July 1, 2016 to June 30, 2017

Charter School Name: Pacific View Charter School

CDS #: 37735693731221

Charter Approving Entity: Oceanside Unified School District

County: San Diego

Charter #: 247

**This charter school uses the following basis of accounting:**

(Please enter an "X" in the applicable box below; check only one box)

☒ **Accrual Basis** (Applicable Capital Assets/Interest on Long-Term Debt/Long-Term Liabilities/Net Position objects are 6900, 7438, 9400-9489, 9660-9669, 9796, and 9797)

☐ **Modified Accrual Basis** (Applicable Capital Outlay/Debt Service/Fund Balance objects are 6100-6170, 6200-6500, 7438, 7439, and 9711-9789)

Description	Object Code	Unrestricted	Restricted	Total
<b>A. REVENUES</b>				
1. LCFF Sources				
State Aid - Current Year	8011	2,972,969.01		2,972,969.01
Education Protection Account State Aid - Current Year	8012	853,382.00		853,382.00
State Aid - Prior Years	8019	5,969.00		5,969.00
Transfers to Charter Schools in Lieu of Property Taxes	8096	1,228,770.83		1,228,770.83
Other LCFF Transfers	8091, 8097			0.00
Total, LCFF Sources		5,061,090.84	0.00	5,061,090.84
2. Federal Revenues (see NOTE in Section L)				
No Child Left Behind/Every Student Succeeds Act	8290			0.00
Special Education - Federal	8181, 8182			0.00
Child Nutrition - Federal	8220			0.00
Donated Food Commodities	8221			0.00
Other Federal Revenues	8110, 8260-8299			0.00
Total, Federal Revenues		0.00	0.00	0.00
3. Other State Revenues				
Special Education - State	StateRevSE			0.00
All Other State Revenues	StateRevAO	362,538.11	102,149.21	464,687.32
Total, Other State Revenues		362,538.11	102,149.21	464,687.32
4. Other Local Revenues				
All Other Local Revenues	LocalRevAO	23,658.53		23,658.53
Total, Local Revenues		23,658.53	0.00	23,658.53
5. TOTAL REVENUES		5,447,287.48	102,149.21	5,549,436.69
<b>B. EXPENDITURES (see NOTE in Section L)</b>				
1. Certificated Salaries				
Certificated Teachers' Salaries	1100	1,659,543.26		1,659,543.26
Certificated Pupil Support Salaries	1200			0.00
Certificated Supervisors' and Administrators' Salaries	1300	557,048.16		557,048.16
Other Certificated Salaries	1900			0.00
Total, Certificated Salaries		2,216,591.42	0.00	2,216,591.42
2. Noncertificated Salaries				
Noncertificated Instructional Salaries	2100	121,021.53		121,021.53
Noncertificated Support Salaries	2200			0.00
Noncertificated Supervisors' and Administrators' Salaries	2300	137,702.38		137,702.38
Clerical and Office Salaries	2400	278,737.52		278,737.52
Other Noncertificated Salaries	2900	39,479.36		39,479.36
Total, Noncertificated Salaries		576,940.79	0.00	576,940.79

**CHARTER SCHOOL UNAUDITED ACTUALS  
FINANCIAL REPORT -- ALTERNATIVE FORM**

July 1, 2016 to June 30, 2017

Charter School Name: Pacific View Charter School

CDS #: 37735693731221

Description	Object Code	Unrestricted	Restricted	Total
<b>3. Employee Benefits</b>				
STRS	3101-3102	393,118.90		393,118.90
PERS	3201-3202	76,324.64		76,324.64
OASDI / Medicare / Alternative	3301-3302	74,972.51		74,972.51
Health and Welfare Benefits	3401-3402	194,043.01		194,043.01
Unemployment Insurance	3501-3502	4,869.51		4,869.51
Workers' Compensation Insurance	3601-3602	52,456.35		52,456.35
OPEB, Allocated	3701-3702			0.00
OPEB, Active Employees	3751-3752			0.00
Other Employee Benefits	3901-3902	19,060.54		19,060.54
Total, Employee Benefits		814,845.46	0.00	814,845.46
<b>4. Books and Supplies</b>				
Approved Textbooks and Core Curricula Materials	4100	20,682.87		20,682.87
Books and Other Reference Materials	4200			0.00
Materials and Supplies	4300	131,458.21	3,304.02	134,762.23
Noncapitalized Equipment	4400			0.00
Food	4700			0.00
Total, Books and Supplies		152,141.08	3,304.02	155,445.10
<b>5. Services and Other Operating Expenditures</b>				
Subagreements for Services	5100			0.00
Travel and Conferences	5200	31,789.48	5,659.94	37,449.42
Dues and Memberships	5300	7,241.00		7,241.00
Insurance	5400			0.00
Operations and Housekeeping Services	5500	47,712.48		47,712.48
Rentals, Leases, Repairs, and Noncap. Improvements	5600			0.00
Transfers of Direct Costs	5700-5799			0.00
Professional/Consulting Services and Operating Expend.	5800	612,093.08	13,751.11	625,844.19
Communications	5900	15,448.12		15,448.12
Total, Services and Other Operating Expenditures		714,284.16	19,411.05	733,695.21
<b>6. Capital Outlay</b>				
(Objects 6100-6170, 6200-6500 modified accrual basis only)				
Land and Land Improvements	6100-6170			0.00
Buildings and Improvements of Buildings	6200			0.00
Books and Media for New School Libraries or Major Expansion of School Libraries	6300			0.00
Equipment	6400			0.00
Equipment Replacement	6500			0.00
Depreciation Expense (accrual basis only)	6900	122,142.00		122,142.00
Total, Capital Outlay		122,142.00	0.00	122,142.00
<b>7. Other Outgo</b>				
Tuition to Other Schools	7110-7143			0.00
Transfers of Pass-Through Revenues to Other LEAs	7211-7213			0.00
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE			0.00
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO			0.00
All Other Transfers	7281-7299			0.00
Transfers of Indirect Costs	7300-7399			0.00
Debt Service:				
Interest	7438	147,872.00		147,872.00
Principal (for modified accrual basis only)	7439			0.00
Total Debt Service		147,872.00	0.00	147,872.00
Total, Other Outgo		147,872.00	0.00	147,872.00
<b>8. TOTAL EXPENDITURES</b>		<b>4,744,816.91</b>	<b>22,715.07</b>	<b>4,767,531.98</b>

**CHARTER SCHOOL UNAUDITED ACTUALS  
FINANCIAL REPORT -- ALTERNATIVE FORM  
July 1, 2016 to June 30, 2017**

Charter School Name: Pacific View Charter School

CDS #: 37735693731221

Description	Object Code	Unrestricted	Restricted	Total
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)</b>		702,470.57	79,434.14	781,904.71
<b>D. OTHER FINANCING SOURCES / USES</b>				
1. Other Sources	8930-8979			0.00
2. Less: Other Uses	7630-7699			0.00
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999			0.00
4. TOTAL OTHER FINANCING SOURCES / USES		0.00	0.00	0.00
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE /NET POSITION (C+D4)</b>		702,470.57	79,434.14	781,904.71
<b>F. FUND BALANCE / NET POSITION</b>				
1. Beginning Fund Balance/Net Position				
a. As of July 1	9791	3,252,079.31	32,452.25	3,284,531.56
b. Adjustments/Restatements	9793, 9795			0.00
c. Adjusted Beginning Fund Balance /Net Position		3,252,079.31	32,452.25	3,284,531.56
2. Ending Fund Balance /Net Position, June 30 (E+F1c)		3,954,549.88	111,886.39	4,066,436.27
<b>Components of Ending Fund Balance (Modified Accrual Basis only)</b>				
a. Nonspendable				0.00
1. Revolving Cash (equals Object 9130)	9711			0.00
2. Stores (equals Object 9320)	9712			0.00
3. Prepaid Expenditures (equals Object 9330)	9713			0.00
4. All Others	9719			0.00
b. Restricted	9740			0.00
c. Committed				
1. Stabilization Arrangements	9750			0.00
2. Other Commitments	9760			0.00
d. Assigned	9780			0.00
e. Unassigned/Unappropriated				0.00
1. Reserve for Economic Uncertainties	9789			0.00
2. Unassigned/Unappropriated Amount	9790M			0.00
<b>3. Components of Ending Net Position (Accrual Basis only)</b>				
a. Net Investment in Capital Assets	9796	0.00		0.00
b. Restricted Net Position	9797		111,886.39	111,886.39
c. Unrestricted Net Position	9790A	3,954,549.88	0.00	3,954,549.88

**CHARTER SCHOOL UNAUDITED ACTUALS  
FINANCIAL REPORT -- ALTERNATIVE FORM  
July 1, 2016 to June 30, 2017**

Charter School Name: Pacific View Charter School

CDS #: 37735693731221

Description	Object Code	Unrestricted	Restricted	Total
<b>G. ASSETS</b>				
1. Cash				
In County Treasury	9110	2,596,996.37	89,480.63	2,686,477.00
Fair Value Adjustment to Cash in County Treasury	9111			0.00
In Banks	9120	33,194.21		33,194.21
In Revolving Fund	9130	200.00		200.00
With Fiscal Agent/Trustee	9135			0.00
Collections Awaiting Deposit	9140			0.00
2. Investments	9150			0.00
3. Accounts Receivable	9200	31,648.31	22,405.76	54,054.07
4. Due from Grantor Governments	9290			0.00
5. Stores	9320			0.00
6. Prepaid Expenditures (Expenses)	9330	3,413.75		3,413.75
7. Other Current Assets	9340			0.00
8. Capital Assets (accrual basis only)	9400-9489	5,238,649.70		5,238,649.70
9. TOTAL ASSETS		7,904,102.34	111,886.39	8,015,988.73
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>				
1. Deferred Outflows of Resources	9490			0.00
2. TOTAL DEFERRED OUTFLOWS		0.00	0.00	0.00
<b>I. LIABILITIES</b>				
1. Accounts Payable	9500	546,135.89		546,135.89
2. Due to Grantor Governments	9590			0.00
3. Current Loans	9640			0.00
4. Unearned Revenue	9650			0.00
5. Long-Term Liabilities (accrual basis only)	9660-9669	3,403,416.57		3,403,416.57
6. TOTAL LIABILITIES		3,949,552.46	0.00	3,949,552.46
<b>J. DEFERRED INFLOWS OF RESOURCES</b>				
1. Deferred Inflows of Resources	9690			0.00
2. TOTAL DEFERRED INFLOWS		0.00	0.00	0.00
<b>K. FUND BALANCE /NET POSITION</b>				
Ending Fund Balance /Net Position, June 30 (G9 + H2) - (I6 + J2) (must agree with Line F2)		3,954,549.88	111,886.39	4,066,436.27

**CHARTER SCHOOL UNAUDITED ACTUALS  
FINANCIAL REPORT -- ALTERNATIVE FORM  
July 1, 2016 to June 30, 2017**

Charter School Name: Pacific View Charter School  
CDS #: 37735693731221

**L. FEDERAL EVERY STUDENT SUCCEEDS ACT (ESSA) MAINTENANCE OF EFFORT REQUIREMENT**

**NOTE: IF YOUR CHARTER SCHOOL RECEIVED FEDERAL FUNDING, AS REPORTED IN SECTION A2, THE FOLLOWING ADDITIONAL INFORMATION MUST BE PROVIDED IN ORDER FOR THE CDE TO CALCULATE COMPLIANCE WITH THE FEDERAL EVERY STUDENT SUCCEEDS ACT (ESSA) MAINTENANCE OF EFFORT REQUIREMENT:**

**1. Federal Revenue Used for Capital Outlay and Debt Service**

Included in the Capital Outlay and Debt Service expenditures reported in sections B6 and B7 are the following amounts paid out of federal funds:

Federal Program Name (If no amounts, indicate "NONE")	Capital Outlay	Debt Service	Total
a. _____	\$		0.00
b. _____			0.00
c. _____			0.00
d. _____			0.00
e. _____			0.00
f. _____			0.00
g. _____			0.00
h. _____			0.00
i. _____			0.00
j. _____			0.00
<b>TOTAL FEDERAL REVENUES USED FOR CAPITAL OUTLAY AND DEBT SERVICE</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

**2. Community Services Expenditures**

Provide the amount of State and Local funds reported in Section B that were expended for Community Services Activities:

Objects of Expenditures	Amount (Enter "0.00" if none)
a. Certificated Salaries	1000-1999 <u>0.00</u>
b. Noncertificated Salaries	2000-2999 <u>0.00</u>
c. Employee Benefits	3000-3999 <u>0.00</u>
d. Books and Supplies	4000-4999 <u>0.00</u>
e. Services and Other Operating Expenditures	5000-5999 <u>0.00</u>
<b>TOTAL COMMUNITY SERVICES EXPENDITURES</b>	<u><u>0.00</u></u>

**CHARTER SCHOOL UNAUDITED ACTUALS  
FINANCIAL REPORT -- ALTERNATIVE FORM**

July 1, 2016 to June 30, 2017

Charter School Name: Pacific View Charter School

CDS #: 37735693731221

**3. State and Local Expenditures to be Used for ESSA Annual Maintenance of Effort Calculation:**

Results of this calculation will be used for comparison with 2015-16 expenditures. Failure to maintain the required 90 percent expenditure level on either an aggregate or per capita expenditure basis will result in reduction to allocations for covered programs in 2018-19.

a. Total Expenditures (B8)	<u>4,767,531.98</u>
b. Less Federal Expenditures (Total A2) [Revenues are used as proxy for expenditures because most federal revenues are normally recognized in the period that qualifying expenditures are incurred]	<u>0.00</u>
c. Subtotal of State & Local Expenditures [a minus b]	<u>4,767,531.98</u>
d. Less Community Services [L2 Total]	<u>0.00</u>
e. Less Capital Outlay & Debt Service [Total B6 plus objects 7438 and 7439, less L1 Total]	<u>270,014.00</u>
TOTAL STATE & LOCAL EXPENDITURES SUBJECT TO MOE [c minus d minus e]	<u>\$ 4,497,517.98</u>

9.2

## INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between Pacific View Charter School, hereinafter referred to as "District," and First Note Finance *inc*, a California Corporation, Taxpayer ID Number: 46-1370205, hereinafter referred to as "Contractor."

WHEREAS, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, District is in need of such special services and advice; and

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

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor.

The Services to be provided by Contractor are included in Exhibit 'A', attached hereto and made part of this Agreement.

2. Term. Contractor shall commence providing services under this Agreement on the date this Agreement is executed and will diligently perform as required and complete performance by according to the timelines provided in Exhibit 'A', once executed.

3. Compensation. District Agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed the fees provided in Exhibit 'B'. District shall pay Contractor according to the following terms and conditions: (For additional explanation of payment terms attach Exhibit B, which then will be incorporated in full into this Agreement. Indicate in paragraph 28 of Agreement if Exhibit B is applicable to this Agreement.)



4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District, except as follows:

Approved travel expenses to Sacramento, California if in-person meetings are required with the California Energy Commission staff or commissioners directly related to the Proposition 39 funded activities for the district. Contractor to provide District with original copy of receipts for all reimbursable expenses.

5. Independent Contractor. Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that he/she and all of his/her employees, agents and contractors shall not be considered officers, employees, or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor assumes full responsibility for the acts and/or omissions of his/her employees, agents and contractors as they relate to the services to be provided under this Agreement.

6. Taxes. **California Residents:** Contractor acknowledges and agrees that it is the sole responsibility of Contractor to report as income its compensation received from District and to make the requisite tax filings and payments to the appropriate federal, state, or local tax authority. No part of Contractor's compensation shall be subject to withholding by District for the payment of social security, unemployment, or disability insurance or any other similar state or federal tax obligation.

**Non California Residents:** California Revenue and Taxation Code and related regulations require districts that make payments of California source income of more than \$1,500 in a calendar year to non-resident independent contractors performing services to withhold income taxes. (Some exceptions may apply.)

7. Materials. Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies, and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:

Contractor's services will be performed, findings obtained, and reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

8. Confidentiality and Use of Information.

(a) Contractor shall hold in trust for the District, and shall not disclose to any person, any confidential information. Confidential information is information that is related to the District's research, development, trade secrets, and business affairs, but does not include information that is generally known or easily ascertainable by nonparties through available public documentation.

(b) Contractor shall advise District of any and all materials used, or recommended for use by Contractor to achieve the project goals, that are subject to any copyright restrictions or requirements. In the event Contractor shall fail to so advise District, and as a result of the use of any programs or materials developed by Contractor under this Agreement, District should be found in violation of any copyright restrictions or requirements, or District should be alleged to be in violation of any copyright restrictions or requirements, Contractor agrees to indemnify, hold harmless, and defend District against any action or claim brought by the copyright holder.

9. Audits and Inspection of Records. At any time during normal business hours and as often as District may deem necessary, Contractor shall make available to District for examination at District's place of business specified above all data, records, investigation reports, and all other materials related to matters covered by this Agreement, and Contractor will permit the District to audit, and to make audits of, all invoices, materials, payrolls, records of personnel, and other data related to all matters covered by this Agreement.

10. Originality of Services. Contractor agrees that all technologies, formulas, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, submitted to the District, and/or used in connection with this Agreement shall be wholly original to District and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.

11. Copyright/Trademark/Patent. Contractor understands and agrees that all matters produced under this Agreement shall be works for hire and shall become the sole property of District and cannot be used without District's express written permission. District shall have all right, title, and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of the District. Contractor consents to the use of Contractor's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium.

12. Termination. District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by

the Contractor or not later than ten (10) days after the day of mailing, whichever is sooner.

District may also terminate this Agreement upon giving written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by the Contractor; or (b) any act by Contractor exposing the District to liability to others for personal injury or property damage; or (c) if Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency. Written notice by District of termination for cause shall contain the reasons for such intention to terminate, and unless within ten (10) days after service of such notice, the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall, upon the expiration of the ten (10) days, cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District of obtaining the services from another contractor exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District. Written notice by District shall be deemed given when received by the other party, or no later than ten (10) days after the day of mailing, whichever is sooner.

Proposition 39 Energy Manager Contracts dated on or after April 10, 2017 are subject to the California Energy Commission's February 26, 2018 deadline to submit an Energy Expenditure Plan. Contractor's performance of its tasks under this contract to meet the above deadline depends directly on District's support (see Exhibit 'A' Contract Task Order, Task 2, District Support Required). If this support is not received by December 10, 2017, Contractor, in its sole discretion, may cancel this contract (by notice in writing) without District recourse.

13. Hold Harmless. Contractor agrees to and does hereby indemnify, hold harmless, and defend the District and its officers, agents, and employees from every claim or demand made and every liability, loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, or loss or theft of, property; or (3) any other loss, damage, or expense arising out of (1) or (2) above sustained by the Contractor or any person, firm, or corporation employed by the Contractor, either directly or by independent contract, in connection with the services called for in this Agreement, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District or its officers, employees, or agents.

(b) Any injury to or death of any person, including the District or its officers, agents, employees, students, and visitors or damage to or loss of any property caused by any act, neglect, default, or omission of the Contractor or any person, firm, or

corporation employed by the Contractor, either directly or by independent contract, arising out of or in any way connected with the services covered by this Agreement, whether said injury or damage occurs on or off District's property, except for liability for damages which result from the sole negligence or willful misconduct of the District or its officers, employees, or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this Agreement.

Contractor further agrees that any agreement with any person, firm or corporation, engaged by Contractor as an independent contractor to perform services in furtherance of this Agreement, shall impose on such person, firm or corporation a duty to indemnify, hold harmless and defend the District to the same extent as required of Contractor under Section 13 of this Agreement.

14. Insurance. Contractor agrees to carry commercial general liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect Contractor and District against liability or claims of liability, which may arise out of this Agreement.

Contractor agrees to name District and its officers, agents, and employees as additional insureds under said policy and to provide an endorsement to this policy evidencing such.

In addition, Contractor agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory."

Contractor will also provide automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage.

**Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder, including a thirty-day written notice of cancellation or reduction in coverage, at the time this Agreement is signed by Contractor and submitted to District.**

(For additional explanation and detail of insurance requirements, attach Exhibit C, which then will be incorporated in full into this Agreement. Indicate in paragraph 28 of Agreement if Exhibit C is applicable to this Agreement.)

15. Worker's Compensation Insurance. Contractor agrees to procure and maintain in full force and effect Worker's Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder.

In the event a claim under the provisions of the California Workers' Compensation Act is filed against District by a bona fide employee of Contractor participating under this Agreement, Contractor agrees to defend the District and hold the District harmless from such claim. Contractor represents that any person, firm or corporation engaged by Contractor to perform services in furtherance of this Agreement, whom Contractor has designated as an independent contractor, is properly designated as such under pertinent law, including the Workers Compensation Act. Contractor agrees to hold harmless, indemnify and defend the District from every claim or demand made and every liability, loss, damage, or expense of any nature whatsoever, which arises from or is in any way related to such designation as an independent contractor.

16. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

17. Compliance With Applicable Laws. The services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now, or may in the future become, applicable to Contractor, Contractor's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

18. Permits/Licenses. Contractor and all Contractor's employees, agents or contractors shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

19. Employment With Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

20. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated and may be amended only by a written amendment executed by both parties to the Agreement.

21. Affirmative Action Employment. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

22. Non-Waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or

prevent a subsequent similar act from again constituting a violation of such term or condition.

23. Administrator of Agreement. This Agreement shall be administered on behalf of, and any notice desired or required to be sent to a party hereunder shall be addressed to:

For District: Gina Campbell, Executive Director  
Pacific View Charter School  
3670 Ocean Ranch Blvd.  
Oceanside, CA 92056

For Contractor: James Richmond, President  
First Note Finance *inc*  
831 Pomona Avenue  
Coronado, CA 92118

24. Notice. All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received, if personally served, or, if mailed, on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are as set forth above.

25. Severability. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired, or invalidated in any way.

26. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in San Diego County, California.

27. Warranty of Authority. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

28. Applicable Exhibits. The Exhibits checked below are incorporated into this agreement:

<input checked="" type="checkbox"/> Exhibit A Services Paragraph 1	<input checked="" type="checkbox"/> Exhibit B Payment Paragraph 3	<input checked="" type="checkbox"/> Exhibit C Insurance Paragraph 14 and 15
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This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

DISTRICT  
Pacific View Charter School

CONTRACTOR  
First Note Finance *inc*

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Typed Name: Gina Campbell

Typed Name: James E. Richmond

Title: Executive Director

Title: President

EIN: 46-1370205

\_\_\_\_\_  
Tax ID Number

Exhibit 'A'

## CONTRACT TASK ORDER

### TASK 1: Proposition 39 Energy Manager Services, Planning

There is an eight-(8) step process outlined by the California Energy Commission (CEC) to be eligible to receive Energy Project Award Funding under the Proposition 39 program. Step number 7 of the process is:

- Step 7: Complete and Submit an Energy Expenditure Plan.

In order to compile the information necessary to complete Step 7, the following Steps 1-6 will need to be completed first.

- Step 1: Electric and Gas Usage/Billing Data
- Step 2 Benchmarking or Energy Rating System
- Step 3: Eligible Energy Project Prioritization Considerations
- Step 4: Sequencing of Facility Improvements
- Step 5: Eligible Energy Measure Identification
- Step 6: Cost-Effectiveness Determination

INDEPENDENT CONTRACTOR will assist the District with Preparation of Proposition 39 Expenditure Plan for Submittal to the CEC, submit the completed Energy Expenditure Plan to the CEC according to its required schedule and process, and then shepherd the Energy Expenditure Plan through the CEC process to approval, thereby securing allocated Proposition 39 funding on the District's behalf. This outcome will also depend on proper execution Task 2:

### TASK 2: Proposition 39 Energy Manager Services, Screening, Benchmarking, Energy Auditing

INDEPENDENT CONTRACTOR will gather billing data, perform benchmarking, and perform energy audits (Steps 1-3), and compile the observations and recommendations district-wide to meet the CEC requirements for Steps 1-3.

INDEPENDENT CONTRACTOR will compile the information and consult with District in order to complete Steps 4-5. Once these steps are complete, INDEPENDENT CONTRACTOR will perform and report Step 6, using the established Savings to Investment ratio method (SIR) prescribed in the Proposition 39 Guidelines, in such a manner as it will be acceptable by the CEC in support of the Energy Expenditure Plan. Through this process a final, district-wide, cost-effective scope



of energy efficiency measures will be cataloged and made to support a successful outcome of completing the Energy Expenditure Plan, and having it approved by the CEC. INDEPENDENT CONTRACTOR will complete and submit applications to District's utility provider(s) for rebates and incentives in support of the District's Proposition 39 Program, including on-bill financing if available. Other potential sources of funding will also be identified and applied for including, but not limited to, the CEC ECAA loan program. INDEPENDENT CONTRACTOR will shepherd these various applications through to collection of the funds on behalf of the District.

**DISTRICT SUPPORT REQUIRED:** In order for CONTRACTOR to perform its work efficiently and in a timely manner, CONTRACTOR requests certain information, including executed documentation, from the DISTRICT. Such information will include, but may not be limited to the following:

1. Fourteen (14) months of utility usage data, per each electric and/or gas meter related to the District's operations;
2. Online access to DISTRICT's utilities accounts (electricity and natural gas);
3. DISTRICT Online access to the California Energy Commission's (CEC) Proposition 39 online planning tools;
4. Executed Utility Authorization Forms and/or letters from the California Energy Commission and the DISTRICT's utilities provider(s).
5. Floor plan drawings and/or site plans of the DISTRICT facilities and/or campuses.
6. Key DISTRICT staff telephone and email contact information for onsite access and information requested above.

CONTRACTOR will provide DISTRICT with assistance as well as electronic tools to make this information gathering as easy as possible. Contracts dated on or after April 10, 2017 are subject to the California Energy Commission's January 12, 2018 deadline to submit an Energy Expenditure Plan. CONTRACTOR's performance of its tasks under this contract to meet the above deadline depends directly on DISTRICT's support (see list in preceding paragraph). If this support is not received by November 6, 2017, CONTRACTOR, in its sole discretion, may cancel this contract without DISTRICT recourse.

### **TASK 3: Proposition 39 Annual Tracking and Reporting Services**

INDEPENDENT CONTRACTOR will prepare a Measurement and Verification Plan related to the Proposition 39 program in support of the requirements of the CEC Guidelines, then implement the measurement and verification plan activities to monitor and verify the energy and O&M savings accruing

from the Proposition 39 funded Energy Efficiency measures. These tasks will be implemented on an ongoing basis after the completion of each energy efficiency measure for the duration of the Proposition 39 program, or through August 31, 2019, whichever comes first.

INDEPENDENT CONTRACTOR will prepare and submit required annual reporting to the CEC after the completion of each energy efficiency measure for the duration of the Proposition 39 program, or through August 31, 2019, whichever comes first. Includes responding to and answering questions and/or challenges made by the CEC reviewers throughout this process.

#### **TASK 4: Project Implementation Management Services for District's Facilities**

INDEPENDENT CONTRACTOR will perform Project Management of tasks related to the Proposition 39 program.

Design Engineering Management: This will include preparation of detailed Contractor Statements of Work, Preparing an RFP for Design Engineering Specifications, assisting the District with Design Engineer selection, managing the Design Engineering process through Schematic Design, Detailed Design, and Construction Documents phases, then submitting the Construction Documents to the local jurisdiction for building permit approvals, and shepherding this process through in a timely manner.

Contractor Solicitation and Selection: This will include preparation of RFPs for trades contractor procurement such as general construction, geotechnical, excavation, mechanical, electrical, plumbing and piping, system commissioning, and/or controls/information technology contractors that will be needed to implement the Facilities Operations and Maintenance projects. INDEPENDENT CONTRACTOR will assist District with contractor interviews and selection, and prepare the contracts for the successful bidders.

Project Management: INDEPENDENT CONTRACTOR will assist District with Project Management tasks related to the Proposition 39 Program.

- Installation Contractor Bid Management & Selection Process Assistance
- Preparation of the Installation Contract including detailed Statements of Work and Schedules of Values that will govern payment eligibility milestones to the selected installation contractors
- Intermittent on site Project Management of construction, equipment and associated System Commissioning Program of the installed systems and equipment.
- Review Contractor Invoices and Recommend (or not) Progress Payments

- Review contractor change-orders if they are received, determine efficacy of the change-order claims, and assist District with negotiating reasonable and favorable outcomes.
- Coordinate and facilitate District Staff Training on the installed equipment and systems
- Prepare an Operations & Maintenance Binder for the installed equipment and systems, including mechanical construction documents and contractor shop-drawings, cut-sheets of all products installed, warranty cards, and operator's manuals.

**Not-to-Exceed Contract Price:**

The not-to-exceed contract price over the course of the program is 10% of the Proposition 39 funding secured on District's behalf. This applies to the terms of Task 1 through Task 4 herein.

## Exhibit 'B'

**FEE & TASK SCHEDULE –TASK ORDER**

<b>Years</b>	<b>Scope of Work</b>	<b>Fee Proposal</b>
2017	Complete benchmarking, energy auditing, and screening	\$ 4,007.00
2017	Complete & submit Energy Expenditure Plans	\$ 3,339.00
2017	Obtain funds commitment of Energy Expenditure Plan	\$ 3,339.00
2017-19	Manage project installation to completion	\$ 12,022.00
2017-19	Tracking & Reporting to CEC	\$ 4,007.00
	<b>Total:</b>	<b>\$ 26,714.00</b>

**LEA:**

Pacific View Charter School	22695 Alessandro Blvd, Moreno
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**Payment Terms:** A retainer fee shall be paid to Contractor in the amount of 20% of the total Fee Proposal amount shown above upon execution of this Task Order. Progress payments are due monthly with net 30 day payment terms, subject to cash flow considerations based on collections of State funds.

## EXHIBIT C

In accordance with paragraph 14 and 15 of this Independent Contractor Agreement, dated \_\_\_\_\_ between First Note Finance inc and Pacific View Charter School for services to be provided in Exhibit 'A', Schedule '1', attached hereto and made part of this Agreement. \_\_\_\_\_, (date) the following coverage and proof thereof must be provided prior to commencing any services.

- ☒ Commercial General Liability Insurance  
Limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage and:
  - ☒ Endorsement naming the District and its officers, agents and employees as additional insureds
  - ☒ Endorsement stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory".
- ☒ Automobile liability covers "any auto" (and/or non-owned)  
Limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage
- ☒ Worker's Compensation Insurance