

# Pacific View Charter School

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

3670 Ocean Ranch Blvd., Oceanside, California 92056

Phone # (760) 757-0161

## AGENDA

Board of Trustees' Meeting – Tuesday, April 19, 2011

Regular Meeting begins at 5:00 pm

**1.0      Call to Order/Roll Call**

**2.0      Approval of Agenda**

**Action**

**3.0      Pledge of Allegiance**

**4.0      Introductions**

**5.0      Public Comment**

**6.0      Director's Report**

**Information**

**7.0      Treasurer's Report Period Ending March 31, 2011**

**Information**

**8.0      Consent Calendar**

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

**8.1** Minutes from the Board Meeting of March 15, 2011

**8.2** Trebon Purchase Agreement (Smoothwall) – document pending, currently under attorney review

**8.3** California State University San Marcos- Project Proposal

**8.4** School Pathways SIS, RegOnline, & Report Writer PLS School Year 2011-2012

**8.5** Apex Learning

**8.6** Erate Contract

**8.7** Scantron Achievement Series & Performance Series User Agreement - document pending, currently under attorney review

**Action**

**9.0      Action/Discussion Items**

**9.1** Acceptance of Item Donated to PVCS

This item would approve the donation from Patricia Fearing

**Action**

**9.2** 2011-2012 School Calendar

**Action**

**9.3** ERate Update

**Information**

- 9.4 Valenzuela Quarterly Report
- 9.5 Student Expulsion Information Update

**Information  
Information**

**10.0      Curriculum**

**10.1 Aventa® World History Course Description**

This item will approve the piloting of this course. Brief video presentation of Aventa® Curriculum

**Action**

**10.2 ALEKS® Algebra 1A**

This item will approve the piloting of this course. Brief video presentation of ALEKS® Program

**Action**

**10.3 Computers 2 & 3**

This item amends the existing course by removing the pre requisite from the courses

**Action**

**10.4 CAHSEE Prep Language Arts & Math**

This item amends the existing course by adding a workshop requirement for credit to be given

**Action**

**10.5 Mastery by Examination**

This item will amend the existing policy by a total of ten credits earned by passing the examination

**11.0      Board/Staff Discussion**

**12.0      Adjournment**

**7.0**

PACIFIC VIEW CHARTER SCHOOL

BOARD OF TRUSTEES' MEETING

April 19, 2011

2010/11 TREASURER'S REPORT  
FOR PERIOD ENDING March 31, 2011

# PACIFIC VIEW CHARTER SCHOOL

## Treasurer's Report

April 19, 2011 Board Meeting

### 2010/11 - General Fund (Charter Schools Enterprise Fund) Statement of Activities for the Period Ending March 31, 2011

Revenues			2010/11	2010/11	Year-to-Date		%
<u>Object</u>	<u>Resource</u>	<u>Description</u>	<u>Second Interim</u>	<u>Revised</u>	<u>7/1 - 03/31/11</u>	<u>Remaining</u>	<u>Budget</u>
			<u>Budget</u>	<u>Budget</u>	<u>Transactions</u>	<u>Budget</u>	<u>Remaining</u>
8015	0000	General Purpose Entitlement	2,023,790	2,025,625	1,069,905	955,720	47%
8096	0000	Transfer to Charter School Revenue Limit	888,291	888,291	638,351	249,940	28%
8290	3200	ARRA Fiscal Stabilization Funds	0	19,940	0	19,940	100%
8290	3205	Education Jobs Fund	86,262	86,262	77,636	8,626	10%
8550	0000	Mandated Cost Reimbursement	12,516	12,516	12,516	0	100%
8560	1100	Lottery	42,267	42,267	11,012	31,255	74%
8560	6300	Restricted Lottery	9,931	9,931	2,363	7,568	76%
8590	0000	Categorical Block Grant/Other State Funding	246,382	246,494	149,658	96,836	39%
8660	0000	Interest	6,015	6,015	930	5,085	85%
8699	0000	All Other Local Revenue	6,000	6,000	2,237	3,763	63%
8919	0000	Other Authorized Interfund Transfers	0	0	0	0	0%
<b>Grand Total All Revenues:</b>			<b><u>3,321,454</u></b>	<b><u>3,343,341</u></b>	<b><u>1,964,608</u></b>	<b><u>1,378,733</u></b>	<b><u>41%</u></b>

## Expenditures

<u>Object</u>	<u>Certificated Personnel Salaries</u>					
1100	Teacher	1,079,769	1,104,409	829,659	274,750	25%
1300	Supervisors and Administrators	363,510	372,010	273,969	98,041	26%
1900	Other Certificated	0	0	0	0	0%
<b>Total Certificated Personnel Salaries:</b>		<b><u>1,443,279</u></b>	<b><u>1,476,419</u></b>	<b><u>1,103,629</u></b>	<b><u>372,790</u></b>	<b><u>25%</u></b>

# PACIFIC VIEW CHARTER SCHOOL

## Treasurer's Report

April 19, 2011 Board Meeting

### 2010/11 - General Fund (Charter Schools Enterprise Fund) Statement of Activities for the Period Ending March 31, 2011

<u>Object</u>	<u>Description</u>	2010/11	2010/11	Year-to-Date	Remaining	%
		Second Interim Budget	Revised Budget	7/1 - 03/31/11 Transactions	Budget	Budget Remaining
	<b><u>Classified Personnel Salaries</u></b>					
2100	Instructional Aides	1,544	1,544	1,544	0	0%
2300	Supervisors and Administrators	181,389	185,289	142,522	42,767	23%
2400	Clerical, Technical and Office	29,205	30,105	22,615	7,490	25%
2900	Other Classified Salaries	55,033	53,048	39,955	13,093	25%
	<b>Total Classified Personnel Salaries:</b>	<b>267,171</b>	<b>269,986</b>	<b>206,636</b>	<b>63,350</b>	<b>23%</b>
	<b><u>Total Employee Benefits:</u></b>	<b>383,750</b>	<b>380,853</b>	<b>268,341</b>	<b>112,512</b>	<b>30%</b>
	<b><u>Books and Supplies</u></b>					
4100	Textbooks	10,900	10,900	5,258	5,642	52%
4200	Books and Other Reference Materials	0	0	0	0	0%
4300	Materials and Supplies	65,285	71,723	45,128	26,595	37%
4400	Non Capitalized Equipment	0	0	0	0	0%
	<b>Total Books and Supplies:</b>	<b>76,185</b>	<b>82,623</b>	<b>50,386</b>	<b>32,237</b>	<b>39%</b>
	<b><u>Services and Other Operating Expenditures</u></b>					
5200	Travel and Conferences	23,642	23,642	22,637	1,005	4%
5300	Dues and Memberships	12,680	12,680	5,638	7,042	56%
5500	Operations and Housekeeping Services	19,000	19,500	11,800	7,700	39%
5600	Rentals, Leases, Repairs, and Non capitalized Improvements	27,277	27,277	27,056	221	1%
5800	<b>Professional Consulting Services &amp; Operating Expenses</b>	<b>725,258</b>	<b>777,114</b>	<b>525,169</b>	<b>251,945</b>	<b>32%</b>

# PACIFIC VIEW CHARTER SCHOOL

## Treasurer's Report

April 19, 2011 Board Meeting

2010/11 - General Fund (Charter Schools Enterprise Fund)  
Statement of Activities for the Period Ending March 31, 2011

<u>Description</u>		2010/11 Second Interim Budget	2010/11 Revised Budget	Year-to-Date 7/1 - 03/31/11 Transactions	Remaining Budget	% Budget Remaining
<b>Object</b>	<b><u>Services &amp; Other Operating Expenses (con't)</u></b>					
5900	Communications	7,438	7,913	6,042	1,871	24%
	Total Services & Other Operating Expenses:	815,295	868,126	598,342	269,784	31%
6XXX	<b><u>Capital Outlay</u></b>	133,531	133,531	93,471	40,060	30%
7XXX	<b><u>Other Outgo and Transfers Out</u></b>	150,000	150,000	150,000	0	0%
	<b>Grand Total All Expenditures:</b>	<b><u>3,269,211</u></b>	<b><u>3,361,538</u></b>	<b><u>2,470,805</u></b>	<b><u>890,733</u></b>	<b><u>26%</u></b>
	Beginning Fund Balance	441,299	441,299			
	Increase/Decrease	52,243	-18,197			
	Ending Fund Balance	493,542	423,102			
9711	000 Reserve for Revolving Cash	200	200			
9770	000 Designated for Economic Uncertainties	93,576	96,346			
9780	009 Facilities Maintenance Reserve	50,000	50,000			
9780	000 Reserved for Growth	349,766	276,556			

# PACIFIC VIEW CHARTER SCHOOL

## Treasurer's Report

April 19, 2011 Board Meeting

2010/11 - Special Reserve/Capital Projects Fund

Statement of Activities for the Period Ending March 31, 2011

<u>Revenues</u>		2010/11	2010/11	Year-to-Date		%
<u>Object</u>	<u>Description</u>	Second Interim	Revised	7/1/-03/31/2011	Remaining	Budget
		Budget	Budget	Transactions	Budget	Remaining
8660	Interest	5,000	5,000	1,399	3,601	72.0%
8919	Other Transfers In - General Fund (CSEF)	150,000	150,000	150,000	0	0.0%
	<b>Grand Total All Revenues:</b>	<b><u>155,000</u></b>	<b><u>155,000</u></b>	<b><u>151,399</u></b>	<b><u>3,601</u></b>	<b><u>2.3%</u></b>

## Expenditures

<u>Object</u>	<u>Description</u>					
	<b><u>Services and Other Operating Expenditures</u></b>					
4400	Non-Capitalized Equipment	0	0	0	0	0.0%
5600	Rental, Lease and Repair	0	0	0	0	0.0%
5800	Professional Consulting Services & Operating	12,295	13,945	7,977	5,968	0.0%
	<b>Total Services and Other Operating Expenditures:</b>	<b>12,295</b>	<b>13,945</b>	<b>7,977</b>	<b>5,968</b>	<b>0.0%</b>
	<b><u>Capital Outlay</u></b>					
6200	Buildings and Improvements of Buildings	396,442	396,442	396,441	1	0.0%
6400	Equipment	0	0	0	0	0.0%
6500	Equipment Replacement	0	0	0	0	0.0%
		<b>396,442</b>	<b>396,442</b>	<b>396,441</b>	<b>1</b>	<b>0.0%</b>
7619	<b><u>Transfers Out</u></b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.0%</b>
	<b>Grand Total All Expenditures:</b>	<b><u>408,737</u></b>	<b><u>410,387</u></b>	<b><u>404,418</u></b>	<b><u>5,969</u></b>	<b><u>1.5%</u></b>
	<b>Beginning Fund Balance</b>	<b>643,196</b>	<b>643,196</b>			
	<b>Increase/Decrease</b>	<b>-253,737</b>	<b>-255,387</b>			
	<b>Ending Fund Balance</b>	<b>389,459</b>	<b>387,809</b>			

9780	Funds Loaned for Payroll Due From Other Funds		100,000
			487,809

8.1

# Pacific View Charter School

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

3670 Ocean Ranch Blvd., Oceanside, CA 92056

Phone # (760) 757-0161

## Minutes

Board of Trustees' Meeting – Tuesday, March 15, 2011

5:00 p.m.

Closed Session 4:30 p.m.

### **1. Call To Order**

President Brown called the meeting to order at 4:35 pm with Trustees Gleisberg, Neilson, present.

### **2. Approval of Agenda**

Moved by Trustee Gleisberg and seconded by Trustee Neilson to approve the agenda as presented.

AYES: Brown, Neilson, Gleisberg

NOES: None

ABSTAINED: None

### **3. Pledge of Allegiance**

President Brown asked Dr. Coleman to lead the Pledge of Allegiance.

### **4. Closed Session**

The Board convened to Closed Session at 4:36 p.m.

4.1 Consideration of expelled student #45496 to attend PVCS (Ed Code 48918)

### **5. Report to Public Action Taken In Closed Session**

The Board reconvened to Open Session at 5:10 pm.

4.1 Moved by Trustee Gleisberg, and seconded by Trustee Neilson to allow student #45496 to attend PVCS.

AYES: Gleisberg, Neilson, Brown

NOE: None

ABSTAIN: None

**6. Introductions**

Lori Bentley Business Services Tech, Lena Rumps Student Support Advisor, Kathy Crouse Assistant Director, John Sturm Technology Coordinator.

**7. Public Comment**

None

**8. Director's Report**

- ✚ Several employees attended the CCSA Conference held at the San Diego Convention Center. It was much improved from two years ago
- ✚ APlus is working on a Personalized Learning Bill which will include language and regulations that would be more applicable to our type of program
- ✚ Jeff at APlus is working with the CDE to push this through
- ✚ We continue to register students and expect another growth spurt
- ✚ We are still working with the City to increase our CUP
- ✚ Our enrollment is at 489
- ✚ We are projecting to have about 400 at the beginning of Track 1
- ✚ Lena is still visiting the schools in the area informing them of our program
- ✚ We would like to get a letter signed by the superintendent indicating OUSD is exercising its right not to have someone on our Board at this time. Kira will send to Martha the language to be included in the letter

**9. Treasurer's Report**

- ✚ Refer to handout in packet
- ✚ Included in this report are the SACS forms sent to the State
- ✚ We received \$19K in stabilization funds - ARRA
- ✚ Expense offset discussed in negotiations is reflected in report
- ✚ There is a change in the beginning fund balance, \$150K was paid back to Fund 40
- ✚ There is another \$100K still owed to Fund 40

**10. Consent Calendar**

Moved by Trustee Neilson and seconded by Trustee Gleisberg to approve the Consent Calendar as presented.

AYES: Brown, Neilson, & Gleisberg

NOES: None

ABSTAIN: None

**11. Action/Discussion Items**

**11.1** Moved by Trustee Gleisberg and seconded by Trustee Neilson to approve the 2010/2011 Second Interim Budget as presented.

AYES: Brown, Neilson, & Gleisberg

NOES: None

ABSTAIN: None

**12. Board/Staff Discussion**

President Brown asked to have an update on all the expulsion students and their progress by the end of the year

**13. Adjournment** – President Brown adjourned the meeting at 5:45 pm.

8.2

8.3



California State University San Marcos  
University Community Partnership Agreement  
Agreement No.

This Agreement entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ between the Trustees of the California State University on behalf of California State University San Marcos, referred to as "UNIVERSITY" and Pacific View Charter, referred to as "ORGANIZATION."

The Organization understands that the placement of UNIVERSITY students is solely for educational purposes.

1. The ORGANIZATION agrees to define and assign, for the UNIVERSITY STUDENT's, meaningful work which is useful to the ORGANIZATION and which offers students direct experience in meeting a community need or direct experience that matches the student's educational goals.
2. The ORGANIZATION will be committed to meet the goals of the academic requirements in accordance with the Learning Plan, reviewed and agreed upon by the STUDENT, UNIVERSITY and AGENCY.
3. The ORGANIZATION shall designate a person to supervise (Supervisor) UNIVERSITY STUDENTS and to respond to STUDENT questions throughout the placement. ORGANIZATION shall provide training and orientation to the STUDENT prior to his/her working with clients or providing service to the ORGANIZATION.
4. The ORGANIZATION's designated Supervisor will meet with UNIVERSITY STUDENT(s) to orient them to the ORGANIZATION and to discuss its mission, program, and services in the context of the clientele served. Give the STUDENT a complete site tour and ensure that STUDENT is aware of all emergency procedures and is able to act responsibly in the event of an emergency.
5. The ORGANIZATION's designated Supervisor will explain to UNIVERSITY STUDENT(s) their expectations with respect to attendance, dress and appearance, how to respond to emergency situations, how to prevent occupational hazards pertinent to the ORGANIZATION's environment, and what appropriate and prohibited activities are.
6. The ORGANIZATION will not permit STUDENTS to provide services on-site without a Supervisor or designee on the premises.
7. The ORGANIZATION will be responsible for additional requirements as determined by ORGANIZATION.

California law may require the ORGANIZATION to obtain STUDENT's fingerprints and submit them to the Department of Justice, and/or the Federal Bureau of Investigation, for a criminal background check. It is the ORGANIZATION's responsibility to 1) determine whether such fingerprinting or other requirements are required; 2) obtain the requirements from the STUDENT(s); and 3) obtain criminal background clearance from the appropriate agency.

8. TERM

The term of this Agreement shall be operative from date of execution and shall continue for a term of three (3) years. Either party may cancel this Agreement upon thirty (30) days written notice. However, any termination by ORGANIZATION shall not be effective against any student who, at the date of mailing of said notice of the intention to so terminate by ORGANIZATION, was participating in a program until such student has completed the program as mutually agreed upon. Organization may terminate the Student in the event the Student does not comply with the Guidelines and Limitations, and ORGANIZATION's policies and procedures provided to the STUDENT by the Site Supervisor or designee.

Any renewal of this agreement is dependent upon, but not limited to, STUDENT feedback, ORGANIZATION's evaluations and Faculty desire to continue this relationship for educational purposes. A renewal process is only applicable if the Faculty member intends to continue placing STUDENT's at this site for the foreseeable future, or if this site can be used for other STUDENT placement opportunities.

9. STATUS OF STUDENTS

Students shall at no time throughout this agreement be considered officers, employees, agents or volunteers of the University while they are: at the ORGANIZATION's place(s) of business, in route to or from the ORGANIZATION's place(s) of business, or performing any acts under the direct or indirect supervision, management, or direction of the ORGANIZATION or associated with the performance of this Agreement.

10. INSURANCE

10.0 The ORGANIZATION shall procure and maintain General Liability Insurance, comprehensive or commercial form with \$1,000,000 minimum limit for each occurrence and minimum limit of \$2,000,000 general Aggregate.

10.2 The California State University system has elected to be insured for its General Liability Exposures through the self-insured CSU Risk Management Authority.

10.3 The UNIVERSITY shall provide professional and personal general liability coverage for STUDENTS enrolled in covered academic courses for academic credit, through the Student Academic Field Experience for Credit Liability Insurance Program (SAFECLIP). The coverage limits under this program are \$1,000,000.00 for each loss and \$2,000,000.00 Aggregate for all Covered Parties and not per student. Any affiliate institution to which the Named Insured is obligated by written Agreement to provide such coverage as is afforded by this policy, shall be named as an additional insured.

10.4 The UNIVERSITY shall provide professional, personal general liability, and educator's errors and omissions liability coverage for STUDENTS enrolled in Nursing, Allied Health, Social Work, or Education credential programs performing community service or work for academic credit, through the Student Professional Liability Insurance Program (SPLIP). The coverage limits under this program are \$1,000,000.00 for each loss and \$3,000,000.00 Aggregated for all covered parties, and not per STUDENT. Any affiliate institution to which the Named Insured is obligated by written Agreement to provide such coverage as is afforded by this policy, shall be named as an additional insured.

#### 11. INDEMNIFICATION

The ORGANIZATION shall be responsible for damages caused by the negligence of its directors, officers, agents, employees and duly authorized volunteers occurring in the performance of this Agreement. UNIVERSITY shall be responsible for damages caused by the negligence of its directors, officers, employees and duly authorized volunteers occurring in the performance of this agreement. It is the intention of the ORGANIZATION and UNIVERSITY that the provisions of this paragraph be interpreted to impose on each party responsibility for the negligence of their respective directors, officers, employees and duly authorized volunteers.

#### 12. GOVERNING LAW

This agreement shall be construed in accordance with, and their performance governed by, the laws of the State of California.

#### 13. ALTERATIONS

No alterations or variation of the terms of the agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement herein shall be binding on any of the parties hereto.

#### 14. ASSIGNMENT

No party to this agreement may assign this Agreement, and any rights or obligations hereunder, whether by written agreement, operation of law or in any other manner whatsoever, without the prior written consent of the other party.

#### 15. ENDORSEMENT

Nothing contained in this Agreement shall be construed as conferring on any party hereto any right to use the other party's name as an endorsement or product/service or to advertise, promote or otherwise market any product or service without the prior written consent of the other party. Furthermore, nothing in this agreement shall be construed as endorsement for any commercial product or service by UNIVERSITY, its' officers or employees.

#### 16. SURVIVAL

Upon termination of this Agreement for any reason, the terms, provisions, representations and warranties contained in this Agreement shall survive expiration or early termination of this agreement.

#### 17. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, arrangements, and understandings with respect hereto. No representation, promise, inducement or statement of intention has been made by any party hereto that is not embodied herein, and no party shall be bound by or liable for any alleged representation, promise or inducement or statement not set forth herein.

By signature below, the ORGANIZATION and UNIVERSITY agree to the terms and conditions set forth above.

**ORGANIZATION**

By: *Gina Campbell* Date: \_\_\_\_\_  
Authorized Signatory

*Gina Campbell*  
Print Name

*Director*  
Title

**California State University San Marcos**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Bella Newberg, Director  
Procurement, Contracts & Support Services

***In case of student injury, contact: Cal State San Marcos, University Police (760) 750-4567***

Return the completed form to Procurement & Support Services,  
California State University San Marcos, San Marcos CA 92096-0001 or fax: 760-750-3286.

8.4

**LICENSE AGREEMENT**  
**School Pathways SIS**  
(2011-2012)

This License Agreement (Agreement) is made and entered into on the last signing date entered below (the Effective Date) between School Pathways, LLC, a California limited liability company (School Pathways), as licensor, and Pacific View Charter School (Licensee).

**RECITALS**

A. School Pathways is the owner of a proprietary computer software product called School Pathways SIS (SpSIS). SpSIS is designed for use primarily as a tool for tracking student information, attendance, and progress in grades K through 12. SpSIS is an Internet web-based product and is designed to run on any computer utilizing a Microsoft Windows 98 or Macintosh OSX 10.3 or newer operating system with the ability to connect to the Internet. (SpSIS may require modification to make it compatible with the very latest operating system versions.) SpSIS is copyright protected and the exclusive property of School Pathways.

B. School Pathways and Licensee desire to enter into a license agreement under the provisions set forth below in order to permit Licensee to use SpSIS in its K through 12 education program.

Now, therefore, the parties agree as follows:

**1. LICENSE**

A. Subject to the terms and conditions set forth below, which are expressly made a condition to the grant of the license herein, School Pathways hereby grants to Licensee a non-exclusive license (the License) to use SpSIS in connection with its K through 12 education program.

**2. TERM**

A. The term of this Agreement, and the License created herein, shall be from July 1, 2011, or the Effective Date, whichever is later, to June 30, 2012. The Agreement shall automatically be renewed for successive terms of twelve (12) months, from July 1 through the following June 30, unless either party notifies the other in writing prior to the end of a given term of its desire not to renew.

### 3. FEES

A. For the use of SpSIS, School Pathways charges an initial setup and training fee and a recurring annual use fee, as specified in the table below for the number of students enrolled with Licensee.

Enrollment	Setup & Training Fee	Annual Fee
0- 50	\$2,500	\$2,500
51-499	\$3,500	\$3,500
500-999	\$5,000	\$5,000
1,000-1,499	\$6,000	\$6,000
1,500-1,999	\$6,700	\$6,700
2,000-2,499	\$7,500	\$7,500
2,500-3,499	\$8,500	\$8,500

B. The setup and training fee is based on Licensee's student count at the time the setup work is completed and is due and payable within thirty (30) days of that date.

C. The setup and training fee is intended to defray the cost to School Pathways of providing initial training of ten (10) hours on the use of SpSIS and importing Licensee's student information into SpSIS. Because schools maintain their student information in different formats, it is impossible to anticipate the amount of work that will be required to complete the setup of Licensee's student information. Therefore, the setup fee is premised on the student information being in a reasonably usable format. In the event Licensee's student information is not in a reasonably usable format, additional setup fees may be required. However, in such event, the amount of the additional fees shall be agreed upon by the parties before any setup work is performed. In the event the parties cannot agree on such additional fees, either party may terminate this Agreement immediately without further obligation.

D. The annual use fee is charged in two installments. The first installment is equal to one-half of the annual fee specified in the

above table for Licensee's enrolled student count on September 15, 2011, or the Effective Date, whichever is later, and is due and payable within thirty (30) days of that date. The second installment is equal to one-half of the annual fee specified in the table above for Licensee's enrolled student count on March 15, 2012, and is due and payable within thirty (30) days of that date.

E. In the event this Agreement is renewed for succeeding terms, there shall be no further setup and training fee. However, an annual use fee shall be charged for each succeeding term. The annual use fee shall be charged in two installments, with the first installment based on Licensee's enrolled student count on September 15 of the term and the second installment based on Licensee's enrolled student count on the following March 15. Payment shall be due within thirty (30) days of those dates.

F. Any scheduled fee that is not paid by Licensee on or before its due date may be assessed interest, in the discretion of School Pathways, at the rate of twelve (12) percent per year from the date payment was due. In the event Licensee fails to pay any required fee within sixty (60) days of the date due, this shall be considered a material breach of this Agreement and shall entitle School Pathways to the remedies specified herein.

#### **4. TERMINATION**

A. This Agreement is for a definite term of up to twelve (12) months plus additional terms of twelve (12) months as agreed by the parties. However, either party may terminate this Agreement at any time and for any or no reason by giving the other party thirty (30) days written notice. In the event of such early termination, School Pathways shall be entitled to keep the setup and training fee, but the annual use fee for the term shall be prorated according to the number of months (including partial months) during which this Agreement was in force (including the 30-day notice period) and shall be due and payable immediately (or Licensee shall be entitled to immediate reimbursement of any overpayment).

B. Upon completion of the term of this Agreement, or upon early termination either voluntarily, as specified section 4(A), or due to breach, as specified in section 8(A), the License shall cease and Licensee shall have no further right to use SpSIS.

#### **5. OWNERSHIP OF THE PRODUCT**

A. School Pathways represents that it is the sole owner of SpSIS and has full right and authority to license it to Licensee.

B. SpSIS is proprietary to School Pathways and, notwithstanding this Agreement and the License created herein, title to SpSIS remains with School Pathways. All common law and statutory rights in SpSIS and any updates thereof, including without limitation trade secrets, copyrights, patents, trademarks, trade names or service marks, shall remain the property of School Pathways. Licensee shall obtain no right, title or interest in the foregoing by virtue of this Agreement or the License created herein.

C. Licensee acknowledges that School Pathways has expended significant time and effort in creating SpSIS. Licensee further acknowledges that the unauthorized copying or use of SpSIS could be detrimental to School Pathways. Licensee agrees not to copy any of the computer software or other materials made available to Licensee in connection with this Agreement without the express written consent of School Pathways. Licensee shall use reasonable efforts to prevent authorized users and others having access to SpSIS from copying or recreating the proprietary materials provided by School Pathways.

D. Except as expressly authorized by this Agreement or as reasonably necessary for the ordinary use of SpSIS by Licensee, Licensee may not (a) otherwise incorporate or permit incorporation of any part of SpSIS into any other software or hardware product, (b) disassemble, decompile or otherwise reverse engineer SpSIS or related source code; or (c) use, copy, modify, re-license, sell, assign, convey, or transfer SpSIS, or otherwise permit any third party to do any of the foregoing.

E. Licensee shall allow access to SpSIS only to its employees and other authorized agents as needed in order for SpSIS to be used by Licensee for its intended purpose. Licensee shall use reasonable efforts to safeguard SpSIS from disclosure to or use by any others.

F. Notwithstanding the foregoing, information and data regarding Licensee's teachers and students that is entered into SpSIS by Licensee's teachers or other employees in order to utilize SpSIS (Licensee Data) shall be the sole property of Licensee, subject to the right of School Pathways to have access to such information and data for the purpose of providing technical support to Licensee in connection with this Agreement. School Pathways agrees to maintain the confidentiality of such Licensee Data. Following termination of this Agreement, Licensee shall have sole rights to the Licensee Data, which shall be provided to Licensee in a reasonably usable format.

## **6. TRAINING**

A. During the initial term of this Agreement, School Pathways shall provide Licensee up to ten (10) hours of training, either by remote desktop, at Licensee's site, or at some other location, at the sole discretion of School Pathways. The dates and times of such training

shall be by mutual agreement of the parties. During any succeeding term of this Agreement, School Pathways shall provide Licensee up to four (4) hours of training, under the same terms and conditions as indicated herein. Licensee may request additional training. However, such additional training shall be subject to a fee of \$100 per hour per trainer. In the event the additional training is at Licensee's site or at some other location, rather than by remote desktop, the hourly fee shall apply to reasonable travel time to and from the location, and Licensee shall be responsible for the trainers' reasonable travel expenses to and from the site.

## **7. TECHNICAL SUPPORT**

A. While this Agreement is in effect, School Pathways shall provide all technical support necessary to correct any errors or omissions discovered in SpSIS. School Pathways shall also provide telephone and email advice, during the hours of 8:00 a.m. to 5:00 p.m. Pacific Time, Monday through Friday, excluding holidays, as necessary to facilitate Licensee's effective use of SpSIS. However, such advice shall only be available to those employees of Licensee who have participated in training on the use of SpSIS.

B. Upgrades are being made to SpSIS on a continual basis. Licensee shall be entitled to any product upgrades as they become available.

## **8. BREACH**

A. In the event of any material breach of this Agreement by either party, the other party shall have the option to terminate the Agreement immediately, by giving written notice to the breaching party, or to continue the Agreement in full force and effect. Under either option, the non-breaching party shall be entitled to all relief provided by law, including without limitation monetary damages, subject to the limitations specified in this Agreement.

## **9. WARRANTIES AND INDEMNITIES**

A. School Pathways warrants that SpSIS does not infringe on any copyright, trademark or other proprietary rights of any third party. School Pathways agrees to indemnify and hold Licensee harmless from any and all liabilities, losses and expenses associated with any claim or action by any third party asserting that SpSIS violates any proprietary rights, provided Licensee gives School Pathways prompt notice of such claim and permits School Pathways to defend the claim.

B. Each party warrants that it is authorized to enter into this Agreement and that its performance thereof will not conflict with any other agreement.

C. THE EXPRESS WARRANTIES CONTAINED HEREIN ARE THE ONLY WARRANTIES PROVIDED BY School Pathways. School Pathways MAKES NO WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, REGARDING THE CONDITION, MERCHANTABILITY, DESIGN, OPERATION OR FITNESS FOR A PARTICULAR PURPOSE OF SpSIS. School Pathways EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL School Pathways BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO ANY DEFECT OR DEFICIENCY IN SpSIS, OR ANY MODIFICATION OR UPGRADE THEREOF, EXCEPT AS SPECIFIED HEREIN.

## **10. LIMITATION OF LIABILITY**

A. Except as to section 9(A), School Pathways' liability for any breach of or failure to perform this Agreement shall be limited to the amount of the annual fee paid by Licensee during the term in which such breach occurs. In no event shall School Pathways be liable for any damages or costs, including without limitation consequential damages, incurred as a result of loss of time, data, revenue or the use of computer hardware, software, or data beyond the amount of fees paid by Licensee during the given term.

B. Neither party has been informed of any special damages that may be incurred by the other party in the event of a breach of this Agreement.

C. In the event of a breach by either party, the other party shall use reasonable efforts to mitigate its damages. However, such efforts shall not limit or modify the rights of the non-breaching party under this Agreement.

## **11. MISCELLANEOUS PROVISIONS**

A. ASSIGNMENT OR DELEGATION: Except as specified below, neither party to this Agreement may assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other party, which consent may not be withheld unreasonably. Any attempted assignment or delegation without the prior written consent of the other party shall be voidable at the option of the other party and shall entitle that party to terminate this Agreement.

B. AMENDMENTS: Any amendment or modification of this Agreement must be in writing signed by the authorized representatives of the parties.

C. SEVERABILITY: If any court or arbitrator of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby.

D. TIME OF THE ESSENCE: Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefit of any grace period allowed in this Agreement.

E. WAIVER: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by this Agreement shall be effective unless it is in writing and signed by the waiving party. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

F. GOVERNING LAW: This Agreement has been executed within the State of California, and all rights and obligations of the parties shall be construed and enforced in accordance with, and governed by, the laws of the State of California. Venue for any legal action to enforce the terms of this Agreement shall be in California.

G. ENTIRE AGREEMENT: This Agreement, and all exhibits thereto, constitute the final, complete, and exclusive statement of the terms of the agreement between the parties and supersedes all prior or contemporaneous understandings or agreements between the parties. Neither party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty other than those expressly set forth in this Agreement.

I. SURVIVAL OF OBLIGATIONS: The rights, duties and obligations of the parties and the provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive and continue as valid and enforceable rights, duties and obligations.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

Pacific View Charter School

School Pathways, LLC

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

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

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

Title: Member

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

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



**ADDENDUM TO SpSIS LICENSE AGREEMENT  
REG-Online!  
(2011-2012)**

This Addendum to SpSIS License Agreement (Addendum) is made and entered into on the last signing date entered below (the Effective Date) between School Pathways, LLC, a California limited liability company, (School Pathways) and Pacific View Charter School (Licensee).

**RECITALS**

A. School Pathways is the owner of a proprietary computer software product called School Pathways SIS (SpSIS). Contemporaneous with this Addendum, School Pathways and Licensee are entering into a license agreement for the use of SpSIS by Licensee in connection with its K through 12 education program for the period from July 1, 2011, through June 30, 2012 (the 2011-2012 SpSIS License Agreement).

B. School Pathways is also the owner of an online student registration software product called REG-Online! that is an independent module of SpSIS allowing families to submit paperless online applications and registrations of students and allowing schools to import such applications and registrations directly into SpSIS. REG-Online! also permits schools to monitor registration activity and to communicate with students and their families via email. REG-Online! is copyright protected and the exclusive property of School Pathways.

C. School Pathways and Licensee desire to add this Addendum to the 2011-2012 SpSIS License Agreement in order to allow Licensee to use REG-Online! during the period the 2011-2012 SpSIS License Agreement is in effect.

Now, therefore, the Parties agree as follows:

**1. LICENSE:** Subject to the terms and conditions set forth below, School Pathways hereby grants to Licensee a non-exclusive license to use REG-Online! in connection with its K through 12 education program for so long as the 2011-2012 SpSIS License Agreement remains in force and effect.

**2. FEES:** As consideration for the foregoing REG-Online! license, Licensee shall pay School Pathways a monthly fee equal to \$1.25 times the number of Licensee's students enrolled during the month using REG-Online!. Payment of such monthly fee shall be due and owing thirty (30) days after the end of the month to which it applies. In the event Licensee fails to pay any monthly fee on or before its due date, Licensee may be assessed interest, in the discretion of School Pathways, at the rate of twelve (12) percent per year from the date payment was due. In the event Licensee fails to pay any monthly fee within sixty (60) days of the date due, this shall be considered

a material breach of this Addendum and shall entitle School Pathways to terminate this Addendum and seek all other remedies provided by law.

**4. INCORPORATION INTO 2011-2012 SpSIS LICENSE AGREEMENT:** The parties agree that Reg-Online! is an independent module of SpSIS that operates in conjunction with the latter. The parties further agree that, as a part of SpSIS, Reg-Online! is subject to all the same conditions and covenants as set forth in sections 5 through 11 of the 2011-2012 SpSIS License Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

Pacific View Charter School  
(Licensee)

School Pathways, LLC  
(Licensor)

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

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

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

Title: Member

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

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

**LICENSE AGREEMENT**  
**ReportWriter & PLS**  
**(2011-2012)**

This License Agreement (Agreement) is made and entered into on the last signing date entered below (the Effective Date) between School Pathways, LLC, a California limited liability company (School Pathways), as licensor, and Pacific View Charter School (Licensee).

**RECITALS**

A. School Pathways is the owner of a proprietary computer software product called ReportWriter. ReportWriter is designed for use primarily as a tool for generating monthly assignment and progress reports and tracking the progress of independent learning students in grades K through 12. ReportWriter is designed to run on any computer utilizing a Microsoft Windows 98 or Macintosh OSX 10.3 or newer operating system and having the ability to connect to the internet. (ReportWriter may require modification to make it compatible with the very latest operating system versions.) ReportWriter is copyright protected and the exclusive property of School Pathways.

B. School Pathways is also the owner of a proprietary computer software product called the Personalized Learning System (PLS), which is an internet based version of ReportWriter. PLS is copyright protected and the exclusive property of School Pathways.

B. School Pathways and Licensee desire to enter into a license agreement under the terms and conditions set forth below in order to permit Licensee to use ReportWriter and PLS in its independent learning program.

Now, therefore, the Parties agree as follows:

**1. LICENSE**

A. Subject to the provisions set forth below, which provisions are expressly made a condition to the grant of the license herein, School Pathways hereby grants to Licensee a non-exclusive license (the License) to use ReportWriter and PLS in connection with its independent learning program.

**2. TERM**

A. The term of this Agreement, and the License created herein, shall be from July 1, 2011, or the Effective Date, whichever is later, to June 30, 2012. The Agreement shall automatically be renewed for

successive terms of twelve (12) months, from July 1 through the following June 30, unless either party notifies the other in writing prior to the end of a given term of its desire not to renew.

### 3. FEES

A. As consideration for the License, Licensee shall pay a monthly fee equal to the greater of \$150 or an amount computed by multiplying the number of Licensee's students for whom either ReportWriter or PLS was used at any time during the month by the applicable per student rate specified in the following table:

# Students	Per Student Rate
0 to 499	\$3.00/student/month
500 to 999	\$2.90/student/month
1000 to 1499	\$2.80/student/month
1500 +	\$2.70/student/month

B. Notwithstanding the fact most schools follow a traditional schedule, with no students during the summer months, the foregoing monthly rates are based on payments for all 12 months of a given term in order to even out payments throughout the year. Hence, even though a given licensee may not use ReportWriter or PLS during the months of July and August, the licensee will still be charged a fee for those months. For the initial term of this Agreement, that fee shall be the average monthly fee for all other months of the term. Since the average fee cannot be computed until the end of the term, Licensee shall initially be charged a minimum fee of \$150 for each month. At the end of the term, the average shall be computed and Licensee shall be charged any excess above the minimum fee already paid. In the event this Agreement is renewed for succeeding terms, the fees charged for July and August of a given term shall be equal to the fee charged for the preceding June. However, in the event the fee charged for the preceding June is materially lower than the average for the entire preceding term, School Pathways reserves the right to charge an amount for July and August equal to the average monthly fee charged during the preceding term.

C. For any partial month in which this Agreement is in force, either at the beginning of the first term or in the event of early termination as specified below, Licensee shall pay a proportion of the monthly fee based on the number of days of the month the License was in effect.

D. All monthly fees specified herein shall be due and payable no later than thirty (30) days after the end of the month for which they apply. Any monthly fee not paid by Licensee within thirty (30) days of the end of the month for which it applies may be assessed interest, at the discretion of School Pathways, at the rate of twelve (12) percent per year from the date payment was due. If Licensee fails to pay any monthly fee within ninety (90) days of the end of the month for which it applies, this shall constitute a material breach of this Agreement and shall entitle School Pathways to the remedies specified herein.

#### **4. TERMINATION**

A. This Agreement is for a definite term of up to twelve (12) months plus additional terms of twelve (12) months as agreed by the parties. However, either party may terminate this Agreement at any time and for any or no reason by giving the other party thirty (30) days advance written notice.

B. Upon completion of a term of this Agreement, where the parties have chosen not to renew for an additional term, or upon early termination either voluntarily, as specified section 4(A), or due to breach by either party, as specified in section 8(A), the License shall cease and Licensee shall have no further right to use ReportWriter and PLS.

C. Upon termination of this Agreement, Licensee agrees to return or destroy all copies of ReportWriter or PLS, and any part thereof, downloaded or created by Licensee during the life of this Agreement. This includes copies of the computer software residing on hard disks or elsewhere in computer memory and copies of textbook information compiled by School Pathways for use with ReportWriter or PLS. In the event of termination of this Agreement as specified herein, this obligation to return or destroy shall survive until such tasks are completed.

#### **5. OWNERSHIP OF THE PRODUCT**

A. School Pathways represents that it is the sole owner of ReportWriter and PLS and has full right and authority to use and license them to Licensee.

B. ReportWriter and PLS, including both the computer software portion and the curriculum outline database, are proprietary to School Pathways and, notwithstanding this Agreement and the License created herein, title to ReportWriter and PLS remains with School Pathways. All common law and statutory rights in ReportWriter and PLS and any updates thereof, including without limitation trade secrets, copyrights, patents, trademarks, trade names or service marks, shall remain the property of School Pathways. Licensee shall obtain no right, title or interest in the foregoing by virtue of this Agreement or the License created herein.

C. Licensee acknowledges that School Pathways has expended significant time and effort in creating the computer software and compiling the curriculum outline database that comprise ReportWriter and PLS. Licensee further acknowledges that the unauthorized copying or use of such materials could be detrimental to School Pathways. Licensee agrees not to copy any of the materials provided by School Pathways in connection with this Agreement, either for backup or otherwise, without the express written consent of School Pathways. This includes both the computer software and the textbook information. Licensee also agrees not to duplicate or recreate such materials either during the life of this Agreement or thereafter. Licensee shall make reasonable efforts to prevent authorized users and others having access to ReportWriter or PLS from copying or recreating the proprietary materials provided by School Pathways.

D. Except as expressly authorized by this Agreement or as reasonably necessary for the ordinary use of ReportWriter or PLS by Licensee, Licensee may not (a) otherwise incorporate or permit incorporation of any part of ReportWriter or PLS into any other software or hardware product, (b) disassemble, decompile or otherwise reverse engineer ReportWriter or PLS or related source code; or (c) use, copy, modify, re-license, sell, assign, convey, or transfer ReportWriter or PLS, or otherwise permit any third party to do any of the foregoing.

E. Licensee shall allow access to ReportWriter and PLS only to its employees and others as necessary in order for ReportWriter or PLS to be used by Licensee for their intended purpose. Licensee shall use reasonable efforts to safeguard ReportWriter and PLS from disclosure to or use by any others.

## **6. TRAINING**

A. During each term of this Agreement, School Pathways shall provide Licensee up to four (4) hours of training in the use of ReportWriter and PLS, either by remote desktop, at Licensee's site, or at some other location, at the sole discretion of School Pathways. The dates and times of such training shall be by mutual agreement of the parties. Licensee may request additional training during any term of this Agreement. However, such additional training shall be subject to a fee of \$100 per hour per trainer. In the event the additional training is not by remote desktop, the hourly fee shall apply to reasonable travel time to and from the training location, and Licensee shall be responsible for the trainers' reasonable travel expenses to and from the site.

## **7. TECHNICAL SUPPORT**

A. While this Agreement is in effect, School Pathways shall provide all technical support necessary to correct any errors or omissions discovered in ReportWriter or PLS. School Pathways shall also provide telephone and email advice, between the hours of 8:00 a.m. and 5:00 p.m. Pacific Time, Monday through Friday, excluding regular holidays,

as necessary to facilitate Licensee's effective use of ReportWriter and PLS. However, such assistance shall only be available to those employees of Licensee who have received training in the use of the product for which such assistance is requested.

B. Upgrades are being made to ReportWriter and PLS on a continual basis. School Pathways is also constantly updating and adding courses to its curriculum outline database. Licensee shall be entitled to any curriculum enhancements and product upgrades as they become available.

## **8. BREACH**

A. In the event of any material breach of this Agreement by either party, the other party shall have the option to terminate the Agreement immediately, by giving written notice to the breaching party, or to continue the Agreement in full force and effect. Under either option, the non-breaching party shall be entitled to monetary damages for the breach as well as all other remedies provided by law, subject to the limitations contained elsewhere in this Agreement.

## **9. WARRANTIES AND INDEMNITIES**

A. School Pathways warrants that neither ReportWriter nor PLS infringes on any copyright, trademark or other proprietary rights of any third party. School Pathways agrees to indemnify and hold Licensee harmless from any and all liabilities, losses and expenses associated with any claim or action by any third party asserting that either ReportWriter or PLS violates any proprietary rights, provided Licensee gives School Pathways prompt notice of such claim and permits School Pathways to defend the claim.

B. Each party warrants that it is authorized to enter into this Agreement and that its performance thereof will not conflict with any other agreement.

C. THE EXPRESS WARRANTIES CONTAINED HEREIN ARE THE ONLY WARRANTIES PROVIDED BY School Pathways. School Pathways MAKES NO WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, REGARDING THE CONDITION, MERCHANTABILITY, DESIGN, OPERATION OR FITNESS FOR A PARTICULAR PURPOSE OF EITHER ReportWriter or PLS. School Pathways EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL School Pathways BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO ANY DEFECT OR DEFICIENCY IN EITHER ReportWriter or PLS, OR ANY MODIFICATION OR UPGRADE THEREOF, EXCEPT AS SPECIFIED HEREIN.

## **10. LIMITATION OF LIABILITY**

A. Except as to section 9(A), School Pathways' liability for any breach of or failure to perform this Agreement shall be limited to the amount of fees paid by Licensee during the term in which such breach occurs. In no event shall School Pathways be liable for any

additional damages or costs, including without limitation consequential damages, incurred by Licensee as a result of loss of time, data, revenue or the use of computer hardware or software.

B. Neither party has been informed of any special damages that may be incurred by the other party in the event of a breach of this Agreement.

C. In the event of a breach by either party, the other party shall use reasonable efforts to mitigate its damages. However, such efforts shall not limit or modify the rights of the non-breaching party under this Agreement.

## **11. MISCELLANEOUS PROVISIONS**

A. ASSIGNMENT OR DELEGATION: Except as specified below, neither party to this Agreement may assign any of its rights or delegate any of its duties under this Agreement to another without the prior written consent of the other party, which consent may not be withheld unreasonably. Any such attempted assignment or delegation without the prior written consent of the other party shall be voidable at the option of the other party and shall entitle that party to terminate this Agreement.

B. AMENDMENT: Any amendment or modification of this Agreement must be in writing and signed by authorized representatives of both parties.

C. SEVERABILITY: If any court or arbitrator of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby.

D. TIME OF THE ESSENCE: Time is of the essence in respect to all provisions of this Agreement that specify a time for performance, provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefit of any grace period allowed in this Agreement.

E. WAIVER: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by this Agreement shall be effective unless it is in writing and signed by the waiving party. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

F. GOVERNING LAW: This Agreement has been executed within the State of California, and all rights and obligations of the parties under this Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of California. Venue for any legal action arising out of this Agreement shall be in California.

G. SUCCESSORS: The terms and conditions of this Agreement shall inure to the benefit of and be binding on the Parties hereto and their heirs, representatives, successors and assigns.

H. ENTIRE AGREEMENT: This Agreement constitutes the final, complete, and exclusive statement of the terms and conditions of the agreement between the parties and supersedes all prior or contemporaneous understandings or agreements between the parties. Neither party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty other than those expressly set forth in this Agreement.

I. SURVIVAL OF OBLIGATIONS: The rights, duties and obligations of the parties and the provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive and continue as valid and enforceable rights, duties and obligations.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

Pacific View Charter School

School Pathways, LLC

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

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

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

Title: Member

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

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

8.5

## Apex Learning Price Quote

PACIFIC VIEW CHARTER SCHOOL  
3355 MISSION AVE STE 139  
OCEANSIDE, CA 92058-1333



1215 4th Ave, Suite 1500  
Seattle, WA 98161

Attention: Gina Campbell

PACIFIC VIEW CHARTER SCHOOL has requested a price quote from Apex Learning® for digital curriculum and related services. Apex Learning proposes the following comprehensive solution to meet your goals and objectives.

Digital Curriculum Access	Unit	Unit Price	Volume Discount	Multi-Year Discount	Discounted Unit Price	Quantity	Extended Price
ClassTools Virtual: All Apex Learning general studies and AP courses	enrolled student	\$300.00	11.67%		\$265.00	156	\$41,340.00
Exam Prep: CAHSEE Mathematics and CAHSEE English-Language Arts	enrolled student	\$25.00			\$25.00	15	\$375.00
Total Access Price							\$41,715.00

Professional Services	Unit	Unit Price	Full Days	Extended Price
Professional Services; Full day	session	\$2,200.00	1	\$2,200.00
Total Professional Services Price				\$2,200.00

Total Solution Price	\$43,915.00
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The above prices are valid for 30 days from 3/30/2011.

Please see Attachment A for information regarding access to Apex Learning digital curriculum and related services.

Thank you for your consideration of an Apex Learning digital curriculum solution for your instructional programs. To complete this purchase, Apex Learning requires a signed copy of this price quote and a purchase order for the total solution price or an executed Apex Learning contract. Please fax to the attention of Ken Adamson at (206) 381-5601.

Signature	Date	Printed Name	Title
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It is helpful in our work with your account to understand how you are using, or plan to use, the Apex Learning digital curriculum. Please check all that apply.

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Adolescent Literacy              | <input type="checkbox"/> Advanced Placement            | <input type="checkbox"/> Credit Recovery           |
| <input type="checkbox"/> Distance Learning                | <input type="checkbox"/> Dropout Prevention & Recovery | <input type="checkbox"/> English Language Learners |
| <input type="checkbox"/> Middle to High School Transition | <input type="checkbox"/> Non-Traditional Schools       | <input type="checkbox"/> Remediation               |
| <input type="checkbox"/> Summer School                    |  |  |

PACIFIC VIEW CHARTER SCHOOL - Confidential Price Quote

**Attachment A**  
Purchasing Apex Learning Digital Curriculum and Services

**1. Apex Learning Digital Curriculum**

Apex Learning will host and make available for access and use by the client's authorized users the specific digital curriculum solution or solutions purchased by the client. Access to applicable products is as follows:

- An initial purchase of access to ClassTools Achieve® or ClassTools Virtual™ courses is for a period of 12 months. If access for additional students is purchased during the access period, access for the add-on order is through the end date of the original order.
- An initial purchase of access to High School Exam Prep courses is for a period of 12 months. If access for additional students is purchased during the access period, access for the add-on order is through the end date of the original order.
- A purchase of access to AP Exam Review is through the June 30 following the date of the order.

Access to each of the above Apex Learning solutions is per Enrolled Student. A student is defined as an "Enrolled Student" if he or she is enrolled in at least one Apex Learning course in one solution for which access is purchased. An Enrolled Student may be enrolled simultaneously in any number of courses included with a solution. For example, if access is purchased to ClassTools Achieve, a student may be enrolled in any number of ClassTools Achieve courses. The number of Enrolled Students at one time in a solution cannot exceed the number of Enrolled Students for whom access is purchased. When an Enrolled Student completes all of their courses and is archived, client may enroll another student in that solution as long as the maximum number of Enrolled Students for whom access is purchased is not exceeded at one time. Additional access may be purchased via an add-on order at the price per student of the original order. If access is purchased for additional Enrolled Students, the period of access is through the end date of the original order.

There are no credits or refunds on purchases of access to ClassTools Achieve, ClassTools Virtual, High School Exam Prep or AP Exam Review courses.

**2. Materials**

Certain courses have required or optional books (e.g. literature for English courses, lab manuals for science courses) or other ancillary materials (e.g. a calculator for math courses, a microphone for world languages courses, lab materials for science courses). The price for digital curriculum access does not include any such required or optional materials. Course materials must be purchased separately. There are no returns, credits or refunds for course materials. A course materials list can be found at [http://www.apexlearning.com/Documents/materials\\_list.pdf](http://www.apexlearning.com/Documents/materials_list.pdf).

**3. Parental Consent**

The client is responsible for obtaining any necessary parental consent for each student to access and use the Apex Learning digital curriculum.

**4. Laboratory Activities**

The client is responsible for the implementation of any hands-on laboratory activities, including ensuring that qualified personnel are available to supervise such hands-on laboratory activities. Apex Learning will have no liability whatsoever with regard to any hands-on laboratory activities.

**5. Professional Development**

Scheduling: Onsite professional development sessions cannot be scheduled until Apex Learning has received a valid purchase order or contract and must be scheduled at least 2 weeks in advance of the delivery date.

Cancellations: If a scheduled onsite professional development session is cancelled without at least 2 weeks prior written notice, the client will be required to pay Apex Learning for travel and related expenses when that onsite professional development day is delivered. A purchase order for travel and related expenses must be received before the onsite professional development will be scheduled.

Expiration: Professional development must be delivered prior to the order expiration date. There are no credits or refunds for unused professional development sessions.

**6. Payment Terms**

All invoices are due 30 days from the date of invoice. If a client is more than 30 days overdue on an invoice, Apex Learning may suspend or terminate service immediately on written notice to the client.

8.6

FOCUSED LEARNING  
CONTRACT FOR SERVICES

E-RATE APPLICATION SERVICES  
FILING CYCLE 2011-2012

**March 16, 2011**

The following contract is for E-RATE services for the E-RATE filing cycle of (2011-2012). The E-RATE application cycle Starts July 1, 2011 and go through June 30, 2012. Pacific View Charter School has indicated that they would like to include Wireless access Internal Connections and Cell Phone services as part of the E-Rate application filing. I recommend that we, also address Basic Maintenance discounts for in house File Servers and Network Switches.

Because Pacific View is filing for E-rate discounts for the first time a Bid process will need to be under taken for TELECOMMUNICATION SERVICES TO INCLUDE INTERNET SERVICES AND VOICE OVER IP. Also to include a Bid Process for Cell Phones, Wireless equipment and services, and possibly Basic Maintenance Server support and Network Switch support.

These Bid processes must meet E-rate's specific processes and procedures in order to be accepted for discount considerations.

FEE FOR SERVICES \$50.00 Per Hour. Hours worked determined by Client.

**SERVICE TO BE PROVIDED:**

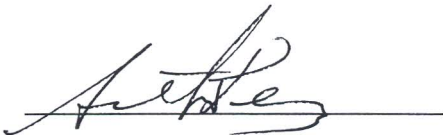
1. Provide E-Rate training in all phases of E-rate filing, to designated District staff. Training to include on site training and off site work shops.
2. Pre E-Rate Prep work.
3. Assist in the evaluation Network Equipment (Wireless communications), Cell Phone, Maintenance requirements of Servers and Switches.
4. Meet with District's Administration and I.T. staff to determine services and equipment the district may request E-Rate Discounts.
5. Determining eligibility of all equipment, and services in order to maximize discounted funds.
6. Amend the District's Technology Plan where needed to meet the added requirements of new Network equipment. Submit the amended Technology that includes new equipment or proposed future network enhancements. Plan for Board approval then, State approval. As requirement for E-rate funding.
7. Assist in the development of Bid Specification.
  - Telecommunication services/Internet services,
  - Network equipment (Wireless Access),
  - Cell Phone services,
  - Basic Maintenance for Servers and Switches.

Bid process must follow specific E-rate guide lines.

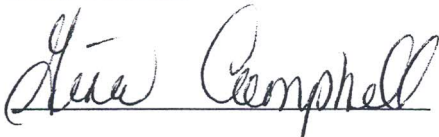
FOCUSED LEARNING  
CONTRACT FOR SERVICES.

E-RATE YEAR 12, 2011 – 2012


8. Assist in the Bid evaluation and selection process.
9. Assist in the Negotiations of all E-rate contracts, Telecommunications, Internet Access, and Internal Connections, Basic Maintenance.
10. Calculate Discount Levels for the District and work with District departments to insure all state Free and Reduce Lunch Counts are in place for E-Rate Audit process.
11. Develop a strategy for applying for E-rate funding that will maximize the Discount levels.
12. Assist in Filing E-Rate Forms:
  - . Form 470 Open of competitive Bidding, 28 day selective process.
  - . Form 471 Order services and meet E-Rate's deadline for filing.
  - . Attachment 21 for all Form 471s filed. This is a very specific and detail process, for each 471 that is submitted.
  - . Form 486 Confirm Begin/Receipt of Services.
  - . Form 474 SPI Form Invoice forms if needed.
  - . Form 472 Bear Form, District Invoice of services, to E-Rate.
13. Assist in all PIA Audit reviews. Typically each Form 471 is Audited.
14. Provide guide lines in inventory management of E-Rate equipment.
15. Assist in any appeals, as needed.



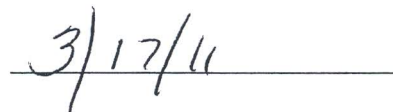
ART PEREZ.



ADMINISTRATOR



DATE



DATE

8.7

9.1

PACIFIC VIEW CHARTER SCHOOL

Board of Trustees Meeting  
April 19, 2011

Acceptance of Items Donated to Pacific View Charter School

Background Information

The following items have been donated to the School. In accordance with the School's Fiscal Policy-G.Fundraising, Grant Solicitation and Donation Recognition this donation is being presented for acceptance by the Board of Trustees on behalf of the School.

Donor	Description/Conditions Restrictions/Compliance Requirements	Value
Patricia Fearing	17 inch KDS LCD Monitor	Estimated value \$50.00
		Total Estimated value \$50.00

The staff is recommending the Board accept this donation on behalf of the school.

9.2



M	T	W	Th	F	HS Track 1	HS Track 2 & K-8
<b>July</b>						
				1*	Begins 7/1	
<b>4</b>	5	6	7	8	7/4 Independence Day	
11	12	13	14	15	NO SCHOOL	
18	19	20	21	22		
25	26	27	28	29		
<b>August</b>						
1	2	3	4	5		
8	9	10	11	12		
15	16	17	18	19		
22*	23	24	25	26		*Begins 8/22
29	30	31				
<b>September</b>						
			1	2		
<b>5</b>	<b>6</b>	7	8	9	9/5 & 9/6 Labor Day	9/5 & 9/6 Labor Day
12	13	14	15	16	NO SCHOOL	NO SCHOOL
19	20	21	22	23		
26	27	28	29	30		
<b>October</b>						
3	4	5	6	7		
10	11	12	13	14		
17	18	19	20	21		
24	25	26	27	28		
31						
<b>November</b>						
	1	2	3	4	11/11 Veterans' Day	11/11 Veterans' Day
7	8	9	10	<b>11</b>	NO SCHOOL	NO SCHOOL
14	15	16	17	18	21-25 Thanksgiving	21-25 Thanksgiving
<b>21</b>	<b>22</b>	<b>23</b>	<b>24</b>	<b>25</b>	NO SCHOOL	NO SCHOOL
28	29	30				
<b>December</b>						
			1	2		
5	6	7	8	9	12/19-12/30	12/19-12/30
12	13	14	15	16	Winter Break	Winter Break
<b>19</b>	<b>20</b>	<b>21</b>	<b>22</b>	<b>23</b>	NO SCHOOL	NO SCHOOL
<b>26</b>	<b>27</b>	<b>28</b>	<b>29</b>	<b>30</b>		
<b>January</b>						
2	3	4	5	6		
9	10	11	12	13		
<b>16</b>	17	18	19	20	1/16 MLK Day	1/16 MLK Day
23	24	25	26	27	NO SCHOOL	NO SCHOOL
30	31					
<b>February</b>						
		1	2	3		
6	7	8	9	10		
13	14	15	16	17	2/20 Presidents' Day	2/20 Presidents' Day
<b>20</b>	21	22	23	24	NO SCHOOL	NO SCHOOL
27	28	29				
<b>March</b>						
			1	2		
5	6	7	8	9		
12	13	14	15	16		
19	20	21	22	23	*TRACK 1 ends 3/30	
26	27	28	29	30*		
<b>April</b>						
<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>		Spring Break, 4/2-4/9
<b>9</b>	10	11	12	13		NO SCHOOL
16	17	18	19	20	Intersession	
23	24	25	26	27	Begins 4/10	
30						
<b>May</b>						
	1	2	3	4		5/28 Memorial Day
7	8	9	10	11	Intersession ends 5/21	NO SCHOOL
14	15	16	17	18	5/28 Memorial Day	*Track 2/K8 ends 5/29
21	22	23	24	25	NO SCHOOL	
<b>28</b>	29*	30	31		Graduation 5/30	Graduation 5/30
<b>June</b>						
				1		
4	5	6	7	8		
11	12	13	14	15		
18	19	20	21	22		
25	26	27	28	29		

9.4

**SDCOE Uniform Complaint Quarterly Reports Database**

Williams and Valenzuela Settlements

**Quarterly Complaint Summary**  
**ADD a new summary record**[Back to Home Menu](#)User ID: Quarter to  
Add: 

Please fill in the following table. Enter 0 in any cell that does not apply.

Number of Complaints for Quarter			
	Received	Resolved	Unresolved
CAHSEE Intensive Instruction	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>

Submitted  
By: Title: **Main Menu**

9.5

Student #	Teacher	PVCS Enroll Date	Board Recommendation for Re-admittance	Community Service	Counseling/Individual /wParent	Attendance	Drug Diversion	Readmission eligibility	Teacher Comments
			Decision Making	40 hrs prior to 12-01-10	40 hrs prior to 12-01-10				
948040	Willis	7/1/2010							
959683	Miller	9/29/2010	Academic performance with "C" or better - no incomplete or failing grades	52 hours (one hour per week)		Maintain appropriate attendance	Substance Abuse Program negative random testing deonstrate sucessfu completion of program	1/21/2011	Not passing classes right now due to not working in March. Has been doing ok in classes up until this point. Has not started any classes for the expulsion and has not started community service. I have spoken to student & parent(see filemaker notes) several times regarding this. Wants to go to regular public school next year.
	Reilly	Student not able to provide required documents for enrollment							
938462	Short	1/24/2011	Decision Making Program	30 hours community service	Attend counseling session		Drug Diversion Progam - Negative Drug Test		Completed the Intro Computers class on 2/7 with a grade of B. Did not attend 4 of the first 8 meetings and did not attend PE testing. Has not been completing all of assignments. Failed first 2 core classes, Earth Science A and World History A. We held an SST meeting on 3/28 and set up some strategies for success including shifting from Dad attending meetings to Mom attending meetings, but it is too soon to tell if the strategies will work.
649171	Short		Show success at non district school;academic poerformance "C" or better grade no "F" completing work as assigned;No disciplinary action			Maintain appropriate attendance	Susbstance abuse program negative random testing and completion of program	Fall 2011	Completed the Intro Computers class on 4/12 with a grade of B and has been on time to all 3 meetings.

635113	Thiele	10/4/2010	Decision Making Program, write a five page report on dangers of drugs, consequences of violence on our society, How I can prevent this from happening again	50 hours of Community Service	Attend 12 counseling session dealing with drug diversion and decision making	Obtain credits from the accredited education program and remain current with graduating class	Drug Diversion program & completion of program with letter from sponsor, Upon application for readmission provide evidence of a clean drug test	Fall 2011	Doing fine. Comes in to all meetings and turns in all work. Getting A's and B's in classes. Mother comes with to every meeting and there have not been any problems.
959684	Amodo	9/30/2010	Decision Making Program - Certificate provided, requested additional information				Fall 2011	Eligible to re-enroll	
960488	Bentley	1/31/2010						EXITED OUR PROGRAM 2-11-11	
959880	Bentley	10/25/2010	Remain away from PUSD property/school grounds, completed On-Track class to assist with decision making	25 hours of worthy community service	Personal counseling	Maintain appropriate attendance	Random drug testing provided by parents. Results of minimum three random drug tests by reputable testing facility		"A" student and is doing extremely well.
935816	Miller	8/23/2010	Decision Making	30 hrs Community Service	At conclusion of counseling document showing completion of all requirements of the session			Nov-10	Currently in an SST and supposed to be working here daily. Has not been this week but I think it is due to illness. Currently passing classes, but has failed a couple of classes this year. Completed all of the community service and classes for the expulsion.

857839	Miller	3/18/2010	Anger Management, Decision making Program, Counseling	30 hrs Community Service				1/10/2011
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All classes for expulsion are complete. He will finish community service this week. he is doing very well earning B's in both of his classes. He is getting an award for effort for this past semester. His expulsion date is up and as soon as the community service hours are complete, he will be free to come to campus and his lab classes without a parent. His grandma is currently attending the lab classes with him.

**10.1**

## World History

### **COURSE DESCRIPTION:**

This course is a survey of world history from prehistoric to contemporary times. Students will learn about the socio-economic, political, and ideological conditions of various time periods as they study historical events and cultural achievements of world regions. Using primary and secondary sources, they will utilize critical thinking and problem solving skills as they conduct inquiry-based research, participate in interactive discussions, and complete assignments establishing real-world connections.

### **COURSE OBJECTIVES:**

After completing this course, students will be able to:

- Identify how and why people, goods, and ideas migrated throughout global history
- Explain how the geography of a region impacted the growth and development of a civilization
- Identify social, political, economic, and ideological conditions of major eras in world history
- Describe the structure of society and family in historical cultures based on societal factors
- Interpret and analyze statistics and data from maps, charts, and graphs
- Summarize the achievements of civilizations, particularly in the fields of science, technology, and the arts, and how they spread through cultural diffusion
- Compare and contrast the development and beliefs of the major world religious and philosophical traditions and explain how the spread to other regions
- Summarize the characteristics of early political systems and their influence on modern-day governments
- Discuss the impact of European imperialism and colonization, and defend the connection between revolution and reform
- Identify the effect of industrialization and urbanization on the global economy
- Articulate the relationship between historical occurrences and contemporary situations
- Predict how contemporary issues will affect future generations, based on historical evidence

**PREREQUISITES:** None

**COURSE LENGTH:** Two semesters

**REQUIRED TEXT:** None

### **COURSE OUTLINE:**

#### **Semester 1**

##### **Dawn of Civilization**

- Beginnings of Civilization
- Ancient Near East
- Nile Civilizations
- Ancient India and China
- Unit Exam

## **World History (continued)**

### **COURSE OUTLINE (continued):**

#### Growth of Civilizations

- Classical Greece
- Rome and Early Christianity
- The Americas
- Empires of China and India
- Unit Exam

#### Medieval Civilizations

- Muslim Civilization
- African Kingdoms
- Cultures of East Asia
- Kingdoms, Christianity, and the Middle Ages in Europe
- Unit Exam

#### Semester Exam

### **Semester 2**

#### New Ideas, new Empires

- Renaissance and Reformation
- Exploration and Expansion
- New Asian Empires
- Absolutism, Enlightenment, and Revolution
- Unit Exam

#### Reform, Nationalism, and Imperialism

- Nationalism, Reform, and Revolution
- Imperialism, Reform, and Nationalism
- World War I
- Peace, Revolution, and its Aftermath
- Unit Exam

#### World War II to the Contemporary Period

- World War II
- Europe and North America
- Asia and Latin America
- Africa and the Middle East
- Unit Exam

#### Semester Exam

**10.2**

# Pacific View Charter School

## Course Outline

**Course Title:** ALEKS® Algebra 1A  
**Course #:** 5923  
**Credits:** 5

**Board Approval Date:**  
**Department:** Mathematics  
**Pre-requisite:** Pre-Algebra A/B

**Course Description:** ALEKS® Algebra 1A is aligned to the California state standards and is delivered through the ALEKS® online program. Assessment and Learning in Knowledge Spaces (ALEKS) is a web-based, artificially intelligent assessment and learning system. ALEKS® uses adaptive questioning to quickly and accurately determine exactly what concepts a student has and has not mastered in a course. The program then delivers individually targeted instruction for the student. As a student works through a course, ALEKS® periodically reassesses the student to ensure that topics learned are also retained. Students will consider the full range of algebraic concepts necessary to solve problems.

### **Student Outcome:**

The student will study the following topics:

- 1) Arithmetic Readiness
- 2) Real Number and Linear Equations
- 3) Functions and Systems of Equations
- 4) Polynomials and Quadratic Equations
- 5) Rational Expressions and Proportions
- 6) Exponents and Square Roots
- 7) Geometry and Trigonometry
- 8) Data Analysis and Probability

**Assessment:** Student outcomes are based on assessment and coursework performance.

**Instructional Materials:** ALEKS.com

**10.3**

# **Pacific View Charter School**

## **Course Outline**

**Course Title:** Computers 2  
**Course #:** 7479  
**Credits:** 5

**Board Approval Date:** 12/02/02  
**Department:** Electives

**Course Description:** Computers 2 serves as a reinforcement of the six basic computer skills: word processing, electronic publishing, spreadsheets, Internet search and retrieval, email and courseware. The course includes a business start up project that requires students to learn more detailed computer processes.

### **Student Outcome:**

The student will be able to:

- 1) Practice word processing using Microsoft Word.
- 2) Learn how to create an Excel spreadsheet.
- 3) Expand knowledge about courseware.
- 4) Practice Internet search and retrieval.
- 5) Know how to send and receive email messages.
- 6) Learn how to start up a business.
- 7) Create PowerPoint presentations.
- 8) Design and implement a web page.

### **Assessment:**

Assessment of student outcomes will be based on student performance through tutorial assessments, projects and weekly assignments.

**Instructional Materials:** [gcflearnfree.org](http://gcflearnfree.org), [officelive.com](http://officelive.com) or equivalent sources

**Board Approved:** 12/02/02

**Amended:** 5/19/09  
6/15/10

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

**Course Title:** Computers 3  
**Course #:** 7491  
**Credits:** 2.5

**Board Approval Date:** 11/19/08  
**Department:** Electives

**Course Description:** Computers 3 is a three-week course that provides advanced computer training with an emphasis on webpage design. All web page fundamentals will be explored in this course. Students may work on their web page at home or at the Pacific View Charter School computer lab.

### **Student Outcome:**

The student will be able to:

- 1) Design and implement a web page.
- 2) Learn how to maintain a web page.
- 3) Learn how to customize web content through the Microsoft program using Front Page or equivalent customization tool.
- 4) Learn how to customize Outlook through the Microsoft program.
- 5) Create a resume using “Resume Wizard” in Microsoft Word.

**Assessment:** Student outcomes will be based on teacher evaluation of student web page, quizzes, sketches, and practice web page.

**Instructional Materials:** [www.microsoft.com/training](http://www.microsoft.com/training) or equivalent virtual source

**Board Approved:** 11/19/08

**Amended:** 4/21/09  
6/15/10

10.4

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

**Course Title:** CAHSEE Prep Language Arts

**Board Approval Date:** 1/20/09

**Course #:** 5869

**Department:** Electives

**Credits:** 2.5 Credits per course

**Course Description:** This course is designed to teach students the kind of problem solving and analytical thinking needed to be successful when taking the CAHSEE. Each lesson in the course builds upon and reinforces the strategy from the previous lesson. The series of lessons in the course provide students with the opportunity for application and synthesis of the strategies in simulated test situations. Students are required to attend a teacher led Language Arts CAHSEE prep workshop weekly to pass the course. Students can take this course twice to receive a maximum of five elective credits.

**Workshop Requirement:** Students are required to attend the CAHSEE Prep Language Arts class at PVCS. Students who are absent from the class more than once will not earn the 2.5 credits for the class.

### **Student Outcomes:**

The student will be able to:

- 1) Learn problem-solving skills that will help prepare students for the CAHSEE and in language arts classes.
- 2) Practice analytical thinking skills needed to be successful when taking the CAHSEE.
- 3) Able to apply and synthesize strategies for test situations.
- 4) Refine pre-writing skills and strategies.
- 5) Practice writing with writing prompts and on-demand writing.
- 6) Apply strategies to expository and literary text.
- 7) Annotate poems and narratives.
- 8) Become familiar with basic information about the CAHSEE.

**Assessment:** Student outcomes will be based on student assignments and performance in the course.

**Textbook:** Getting Ready for the CAHSEE Language Arts Consumable Student Resource Book & Teacher Binder, San Diego County Office of Education, 2006

**Board Approved:** 1/20/09

**Amended:**



## Pacific View Charter School

### Course Outline

**Course Title:** CAHSEE Prep Mathematics

**Board Approval Date:** 1/20/09

**Course #:** 0597

**Department:** Electives

**Credits:** 2.5 Credits per course

**Course Description:** This course is designed to provide intervention for students who are at risk of not passing the mathematics section of the CAHSEE. This course uses a balanced approach of direct instruction and inquiry, and the units of instruction are taught and reviewed in a systematic format. The series of lessons in the course provide students with the opportunity for application and synthesis of the strategies in simulated test situations. Students are required to attend a teacher led Math CAHSEE prep workshop weekly to pass the course. Students can take this course twice to receive a maximum of five elective credits.

**Workshop Requirement:** Students are required to attend the CAHSEE Prep Mathematics class at PVCS. Students who are absent from the class more than once will not earn the 2.5 credits for the class.

#### **Student Outcomes:**

The Student will be able to:

- 1) Learn problem-solving skills that will help prepare students for the CAHSEE and in math classes.
- 2) Practice analytical thinking skills needed to be successful when taking the CAHSEE.
- 3) Able to apply and synthesize strategies for test situations.
- 4) Explore and review content standards in mathematics.
- 5) Become familiar with basic information about the CAHSEE.

**Assessment:** Student outcomes will be based on student assignments and performance in the course.

**Textbook:** Getting Ready for the CAHSEE Math Consumable Student Resource Book & Teacher Binder, San Diego County Office of Education, 2006

**Board Approved:** 1/20/09

**Amended:**



10.5



**Pacific View Charter School**  
**Mastery by Examination**  
4/11/2011

**Credit Awarded to Pupil Not Enrolled in Course:**

Credit shall be granted for any High School course offered by the school that the Director or designee has deemed appropriate for Mastery through examination. The student will exhibit a reasonable level of mastery of the subject matter of the course by attaining a grade of not less than 75% in a comprehensive final exam of the course. A student is eligible for mastery through examination if not currently enrolled in the course and has earned no more than five credits in the course that is being tested. A highly qualified teacher in the subject area will pre-approve the comprehensive exam. Upon passing, the student will receive full credit for the course and it may be counted toward graduation requirements. Once credit is earned under this policy, a student may not receive credit thereafter for a course lower in course sequence concerning the same subject area. A student will be allowed two attempts to pass the comprehensive final exam to earn credit for the course. The student will be required to fill out a request to take the exam and the request must be signed by the parent or legal guardian. Students are eligible to earn 10 credits upon the passing of the exam.

**Board Approved:** 2/26/08

**Amended:**