

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

Board of Trustees' Meeting – Tuesday, February 17, 2015
5:00pm

- 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.

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|-----|--|--------------------|
| 7.1 | Minutes from Board Meeting of January 20, 2015 | Action |
| 8.0 | <u>Action/Discussion Items</u> | |
| 8.1 | March 17, 2015 Board Meeting Change | Action |
| 8.2 | Edgenuity Contract | Action |
| 8.3 | 2014/2015 Second Interim Report | Action |
| 8.4 | Ratification of Schoology LMS Service Agreement | Action |
| 8.5 | Donation from CalState San Marcos | Action |
| 8.6 | Executive Director's Mid-Year Report | Information |
| 8.7 | WASC- School Wide Learner Outcomes (SWLO) | Information |
| 8.8 | Weseloh Kia Carlsbad | Action |
| | This item is a proposal for upgrading into a new vehicle | |
| 8.9 | SDCOE Uniform Complaint Quarterly Report | Action |

9.0 Personnel

9.1 New Lead Teacher 9-12 Job Description

Action

9.2 New Lead Teacher K-8 Job Description

Action

9.3 Director of Student Services, Director of Central Office & Finance,
Human Resources & Business Specialist, Director of Curriculum,
Supervisory Teacher Revised, Temporary Supervisory Teacher Revised

Action

This item is being presented to amend the current job descriptions to update them with the following ADA language “*Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.*”

10.0 Board/Staff Discussion

11.0 Adjournment

7.1

Pacific View Charter School

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

3670 Ocean Ranch Blvd., Oceanside, California 92056

Phone # (760) 757-0161

Board of Trustees' Meeting – Tuesday, January 20, 2015

Board Minutes

1.0 **Call to Order/Roll Call**

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

2.0 **Approval of Agenda**

Moved by President Walters to approve the agenda as presented.

AYES: Walters

NOES: None

ABSTAIN: None

3.0 **Pledge of Allegiance**

The Pledge of Allegiance was led by President Walters

4.0 **Public Comment**

No Public Comment

5.0 **Introductions**

Erin Gorence, Director of Curriculum; Kathi Cohen, Lead High School Teacher High School; Sandy Benson, Business Consultant, Dr. John Deegan

6.0 **Executive Director's Report**





✚ Our Winterland of Gingerbread was a huge success again this past December. We had 18 students participate in decorating gingerbread houses. Three winners were chosen by the audience putting tickets into a holiday bag for the entry they wanted to win. There was cookie decorating, games, a winter picture booth, hot cocoa and hot apple cider. Fun was had by all.

✚ The staff celebrated their winter recess break by having their annual luncheon and white elephant gift exchange at 83degrees in Carlsbad

✚ Sandy and I went up to Moreno Valley to search for possible satellite sites. There are other learning centers in this small community but plenty of room for more. We are asking Jon for a referral name of a realtor to help us

✚ Our focus is WASC as our visit is in the fall of 2015. You will be invited to participate in our upcoming focus groups

7.0 Treasurer's Report

-  Unanticipated funds received from mandated cost in the amount of \$28K
-  We have received 54% of revenues expected and expended 50% of our budget
-  Correction in the date from 7/31/14 to 12/31/14 on page one
-  Second Interim Report will be brought to the Board in February for approval

8.0 Consent Calendar

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

8.1 Minutes from Board Meeting of November 18, 2014

Moved by President Walters to approve the minutes as presented.

AYES: Walters

NOES: None

ABSTAIN: None

9.0 Action/Discussion Items

9.1 RESOLUTION No. 2014-2015(5)

Approving the voluntary Wind Up and Dissolution Of Pacific View Charter School Facilities Development Company, LLC

Moved by President Walters to approve item 9.1 as presented.

AYES: Walters

NOES: None

ABSTAIN: None

9.2 Board Trustee Appointment- Dr. Deegan

Moved by President Walters to approve the appointment of Dr. Deegan to the Board as presented.


AYES: Walters

NOES: None

ABSTAIN: None

9.3 The Executive Director shared Nancy Miller's resignation from the Board

10.0 Board/Staff Discussion

-  None

11.0 Adjournment President Walters adjourned the meeting at 5:20pm

8.2



Price Quote for Services

Pacific View Charter School

Edgenuity Inc.
8860 E. Chaparral Road
Suite 100
Scottsdale AZ 85250
480-423-0118

Date 1/15/2015
Quote # 14526
Vendor #

Software Version	Account Executive	Payment Schedule
Version 4.5	Shannon Alves	
Pricing Expires	Contract Start Date	Contract End Date
2/15/2015	7/1/2015	6/30/2016

Header	Quantity	Description	Amount
Software Licenses	50	Concurrent User Licenses Virtual Classroom and Web Administrator-35 courses of choice Note: Does not include MyPath or Sophia	39,750.00
Professional Services	2	On-Site Professional Development Day	5,000.00
Hardware	1	Tier 1 E550R Rack Media Appliance	2,300.00
Integration Fees	1	Integration with Schoology: SSO (Single Sign On) Only	5,000.00

We look forward to partnering with you!

Subtotal 52,050.00
8.0% 184.00
Total \$52,234.00

This quote is made subject to Edgenuity Inc. Standard Terms and Conditions of Purchase and License ("Terms and Conditions"). The Terms and Conditions are available in their entirety at: <http://www.edgenuity.com/Edgenuity-standard-terms-and-conditions-of-sale.pdf> and are incorporated herein by this reference.

If this Quote includes any Sophia® Learning Inc. courses for purchase, the following language applies to any such purchase [and this language is also found in the above linked Terms and Conditions]: "Use of any Sophia course is prohibited for all students under the age of 13 years."

District Contact

Signature

Print Name

Title

Date

Edgenuity Inc. Representative

Shannon Alves
323-605-3251
shannon.alves@edgenuity.com

Not valid unless accompanied by a purchase order.

Please specify a shipping address if applicable.

Please sign and fax this quote, the district purchase order and order documentation to 480-423-0213.

8860 E. Chaparral Rd., Scottsdale, Arizona 85250 877.2020.EDU Fax: 480.423.0213 www.edgenuity.com



Standard Terms and Conditions

For the Purchase and License of Edgenuity Inc. Products and Services

STANDARD TERMS AND CONDITIONS

These terms and conditions (the "Standard Terms") apply to the sale, provision, and license by Edgenuity Inc. ("Edgenuity") of Products and Services, including (a) the license of Software and the provision of associated Software Maintenance, (b) the sale of Hardware for use with the Software, (c) the provision of related Professional Services, and (d) the provision of Instructional School Services. These Standard Terms are an integral part of an agreement (the "Agreement") between Edgenuity and the customer (the "Client") identified in an Edgenuity Price Quote prepared for and delivered to that same customer by Edgenuity (a "Quote"). The Agreement consists of the Quote, these Standard Terms, and any documents or instruments attached to or incorporated by reference into the Quote or these Standard Terms (the "Other Documents"). In the event of any conflict or ambiguity among the aforementioned documents, and except as otherwise provided in this Agreement, such conflict or ambiguity shall be resolved in accordance with the following order of precedence: (1) the Quote; (2) these Standard Terms; and (3) the Other Documents. Capitalized terms used in this Agreement shall have the definitions ascribed to such terms above, in Section I below, or elsewhere in this Agreement.

IMPORTANT: PLEASE READ THESE STANDARD TERMS CAREFULLY.

ACCESSING OR USING EDGENUITY OR EDGENUITY-SUPPLIED SOFTWARE CONSTITUTES ACCEPTANCE OF THESE STANDARD TERMS AND THE OTHER TERMS AND CONDITIONS OF THE AGREEMENT.

I. DEFINITIONS.

For purposes of this Agreement:

"Client Data" means all data and materials (regardless of format, whether physical, electronic, or otherwise) that Client or its Users have either (a) entered or stored in the Hardware or the Software, or (b) otherwise made available to Edgenuity, including data and records regarding or relating to Client's students, faculty, or administrators.

"Client Technology" means Client's network, routers, switches, computers, communication lines, and other equipment, hardware, software, Client Data, or data used in Client's operations.

"Copyright Materials" means all works of authorship of Edgenuity or its suppliers or licensors.

"Deliverables" means the tangible media on which Copyright Materials or Trade Secret Materials, either or both, may be delivered to Client under this Agreement.

"Documentation" means written information (whether contained in user or technical manuals, training manuals, specifications or otherwise) pertaining to the Software and made available by Edgenuity with the Software in any manner (including on-line or on CD-ROM).

"Edgenuity Licensed Content" or **"Licensed Content"** means the Edgenuity course content and materials, to include but not limited to Software and/or Third Party Software as defined below, that is licensed under this Agreement.

"Edgenuity Recommended Hardware Configurations" means the configuration requirements set forth on the document located at the following URL, which may be changed by Edgenuity from time to time with or without notice:
<http://www.edgenuity.com/Support/System-Requirements>

"Edgenuity Software" means the Hosted Application and the object code version of any other software developed or produced by Edgenuity that is identified on a Quote or that is included or provided with, or embedded in, any Hardware.

"Fees" means any and all amounts payable to Edgenuity as set forth on a Quote.

"Hardware" means any hardware marketed or supplied by Edgenuity and identified on a Quote.

"Hosted Application" means the object code version of that certain on-line hosted software program known as Edgenuity Virtual Schooling Software.

"Instructional Services" means the services that Edgenuity provides under Section VII of this Agreement.

"License Period" means the period of time, set forth on a Quote, during which Client will have a limited license to access and use the Software identified in that Quote or during which Edgenuity is to perform Services as identified in that Quote, subject to the terms and conditions of this Agreement.

"Products" means Hardware, Software, and Documentation.

"Professional Services" means any specific consulting or other professional services set forth in a Quote, and includes Training Services.

"Purchase Order" means a purchase order or other similar document or communication of Client.

"School Policies and Procedures" shall have the meaning as defined in Section VII. C.

"Services" means Software Maintenance, Professional Services, Instructional School Services and Deliverables; all as defined herein.

"Software" means any software marketed or supplied by Edgenuity and identified on a Quote or included or provided

with, or embedded in, any Hardware, and may include (among other things) the Hosted Application, Edgenuity Licensed Content, other Edgenuity Software, and/or Third Party Software.

"Software Maintenance" means maintenance and support of any Software set forth in a Quote.

"Third Party Software" means software acquired or licensed by Edgenuity from a third party for use by Edgenuity and/or Client in connection with any Edgenuity Software or Hardware under licensing terms and conditions provided by the third party, and includes but is not limited to any Explore Learning Gizmos™ included in, incorporated into, or used in connection with any Edgenuity Software and Middlebury Interactive Services Powerspeak™ included in, incorporated into, or used in connection with any Edgenuity Software.

"Trade Secret Materials" means all non-public information of Edgenuity or its suppliers or licensors, and which may include patent applications, trade secrets, technical and non-technical data, financial information, business methods and models, drawings, processes, formulas, formats, ideas, concepts, know how, techniques, sketches, methodologies, models, inventions, processes, algorithms, and information regarding experiments, developments, designs, and specifications.

"Training Services" means any specific training services set forth in a Quote, including any professional development services.

"Users" means individuals who (a) are currently employed, associated, or affiliated with Client, and (b) are authorized by Client to access and use the Software or the Documentation, and may include Client's students and their parents, faculty, administrators, and staff.

"Work Product" means all tangible and intangible information, data, work, documents, reports, materials, deliverables, technology, know-how, and things conceived, created, produced, developed or delivered under or in connection with this Agreement.

II. ORDERS.

Client shall initiate an order for Products and Services by (a) executing the Quote, (b) delivering to Edgenuity a Purchase Order in connection with the Quote, and/or (c) accessing or using any Software (either by Client or any of its Users) following receipt of the Quote. Client shall be deemed to have accepted all of the terms and conditions of this Agreement, including the Quote and these Standard Terms, upon initiation of the order, and this Agreement shall be effective as of the earlier of (i) the date that the Quote is executed by Client, (ii) the date that Client delivers a Purchase Order to Edgenuity, or (iii) the date that Client or its Users access or use any Software (the "Effective Date"). All orders are subject to credit approval and to acceptance by Edgenuity, which acceptance shall be evidenced by Edgenuity's execution of the Quote, or its delivery (by mail, facsimile, or other electronic means) to Client of written confirmation of acceptance.

Edgenuity specifically objects to any additional terms being added through a Purchase Order delivered by Client in connection with the order, and Client and Edgenuity agree that any additional terms contained in a Purchase Order shall not become part of the Agreement between the parties, and specifically that these Standard

Terms and all other terms and conditions of the Agreement shall supersede any conflicting, contrary, or additional terms and conditions contained in a Purchase Order.

III. HARDWARE.

A. **Delivery and Title.** Subject to Client's timely payment of all applicable Fees, Edgenuity shall use its commercially reasonable efforts to deliver the Hardware to Client. Selection of the carrier and the delivery route shall be made by Edgenuity unless specified by Client.

B. **Acceptance.** All Hardware will be deemed accepted by Client upon delivery to Client, and Client waives any right to revoke acceptance thereafter.

C. **Reseller Status.** Client acknowledges and understands that Edgenuity is a reseller, not the manufacturer, of the Hardware, and as such, Hardware is provided subject to the separate license and sale terms, conditions, and restrictions provided by the manufacturer, all of which Client agrees to abide by. In the event that Client seeks to return or exchange any Hardware, Client shall be responsible to pay any return or exchange charges imposed by the third party vendor, and to comply with any and all applicable return merchandise authorization procedures.

IV. SOFTWARE.

A. **Access.** During the applicable License Period, and subject to (1) Client's timely payment of all Fees due under this Agreement, and (2) Client's compliance with all of the other terms and conditions of this Agreement, Edgenuity will house the Software on its data center servers and will use commercially reasonable efforts to make the Software available (subject to routine or required maintenance periods) to Client and its Users via the internet twenty-four (24) hours a day, seven-(7)-days-a-week. Such efforts shall include providing Client with certain user IDs and passwords ("Passwords") for use by Client in gaining access to and use of the Software. All access rights for Client and its Users will be via the worldwide web using a browser and internet connection compliant with the Edgenuity Recommended Hardware Configurations and any other system requirements provided by Edgenuity to Client in connection with the Quote, and shall be subject to the limited licenses granted below and the other terms and conditions of this Agreement.

B. **Acceptance.** All Software will be deemed accepted by Client upon the availability to Client of access to the Software, and Client waives any right to revoke acceptance thereafter.

V. SOFTWARE MAINTENANCE.

A. **Delivery.** During the applicable License Period, and subject to Client's timely payment of all applicable Fees and Client's compliance with all of the other terms and conditions of this Agreement, Edgenuity will use commercially reasonable efforts to provide Client with Software Maintenance to the extent provided in the Quote.

B. **Acceptance.** Software Maintenance will be deemed accepted by Client upon the availability of Software Maintenance to Client, and Client waives any right to revoke acceptance thereafter.

C. **Updates.** From time to time, Edgenuity may develop or license updates, upgrades, bug fixes, or modifications to the

Software ("Updates"). If Client is receiving Software Maintenance from Edgenuity on the general release date of an Update, Edgenuity will provide Client with the Update and any related Documentation at no additional charge to Client. Otherwise, Edgenuity has no obligation to provide Client with any Updates or any related Documentation. Access to and use of any Update or Documentation provided hereunder shall be subject to all of the terms and conditions that apply to the related Software.

D. Super Users. If Client is receiving Software Maintenance from Edgenuity, then, in addition to standard support for faculty-Users via electronic mail or telephone, Client shall designate up to three (3) Users who shall be responsible for adding and maintaining teachers, Client policies for teachers, customizing courses, and communications in regards to the hardware and software comprising Client's computer system of which the Software is a part (the "Super Users"). Super Users will be entitled to contact Edgenuity's support line during normal operating hours (between 8:00 a.m. and 8:00 p.m. Eastern Standard Time) on regular business days, excluding Edgenuity holidays, via telephone, electronic mail, or fax, to consult with Edgenuity technical analysts concerning problem resolution, bug reporting, documentation clarification, and general technical and support guidance. In the event that a Super User is no longer employed by Client, or is given materially different job functions, Client will substitute a new Super User for that Super User, provided, however, that in the event of any change of a Super User, Client must notify Edgenuity in writing of the change prior to the new Super User contacting Edgenuity.

E. Limitation. Edgenuity shall have no obligation to provide any maintenance or support of any kind with respect to any hardware or software product other than the Hardware and the Software stated in the quote.

VI. PROFESSIONAL SERVICES.

A. Delivery. Subject to Client's timely payment of all applicable Fees and Client's compliance with all of the other terms and conditions of this Agreement, Edgenuity shall provide Client with Professional Services in accordance with the terms of the Quote and this Agreement.

B. Acceptance. Professional Services will be deemed accepted upon performance of the Professional Services, unless Client reasonably believes that such performance is not in compliance with the terms of the Quote and this Agreement, and Client provides Edgenuity with written notice specifically describing such deficiency within ten (10) days of such performance, in which event Edgenuity shall have a reasonable amount of time to investigate and remedy any actual deficiency. Upon the expiration of this ten (10) day period, Client waives any right to revoke acceptance thereafter.

C. Personnel. Edgenuity and Client shall each designate a project representative. All Edgenuity and Client personnel assigned to participate on their behalf shall be knowledgeable in their assigned areas of responsibility. Unless otherwise provided in a Quote, each party has the right to determine the assignment and re-assignment of its personnel. Edgenuity's obligations under this Agreement may be performed by divisions, subsidiaries, or affiliates of Edgenuity. Edgenuity also may engage the services of independent contractors or

subcontractors selected by Edgenuity to assist Edgenuity in the performance of its duties hereunder.

D. Changes. Any changes to the Professional Services, including the scope of work or the project timeframes, must be made by written amendment to the Quote signed by Edgenuity and Client prior to the implementation of the changes. Any changes may result in additional fees or charges to Client.

E. Unused Training Services. Any Training Services that have not been used by Client prior to the expiration or termination of this Agreement or the term applying to those Training Services, whichever is earlier (the "Unused Training Services"), shall expire upon such expiration or termination, and Client waives and forfeits all of its rights (if any) to all Unused Training Services and to any refund or cancellation of any Fees paid or payable for any Unused Training Services.

VII. INSTRUCTIONAL SERVICES

A. Delivery. Subject to Client's timely payment of all applicable Fees and Client's compliance with all other terms and conditions of this agreement, Edgenuity shall provide Client with all Instructional Services defined and set forth in accordance with the Quote and any and all Appendix (ces) or Other Documents of this agreement if the client has opted for such services.

B. Edgenuity Teachers. Edgenuity will provide all students with virtual access to teachers and/or coaches hired, trained, supervised, and paid by Edgenuity. The availability of teachers/coaches to Client will be during reasonable business hours. The teacher will assist in the virtual delivery of the Edgenuity Content to students. Each teacher shall be lawfully allowed to teach the grade and subject matter listed as part of the services under this Agreement and will be appropriately certified under applicable laws.

Client may make recommendations regarding the hiring, dismissal, discipline, and supervision of such teachers and/or coaches, which recommendations Edgenuity may accept or reject in its sole discretion. No such recommendations shall be binding on Edgenuity, and as between Client and Edgenuity, Edgenuity shall have sole authority regarding such individuals.

C. Policies and Procedures. Edgenuity may implement Instructional Services policies and procedures that may be reviewed with Client and that are in addition to or differ with existing Client policies and procedures in order to ensure the integrity of the program and successful student outcomes. Where conflicts exist between the parties regarding policy (ies), Edgenuity policies and procedures shall take precedence unless otherwise agreed to by both parties. Edgenuity has the right to follow policies according to the policy language and/or the law in the case where the Client has approved a policy, but Client is not administering that policy in accordance with policy language and/or the law. If conflicts arise between teachers and students and if no policies exist or have not been provided by Client addressing such conflicts and after Edgenuity has requested the Client to provide such in writing, Edgenuity shall have the right to create, develop and follow policies that address said conflicts until such time the Client provides said policies. If Client is utilizing Edgenuity's NCAA compliant Instructional Services, Client agrees to abide by all policies and procedures specific to NCAA guidelines.

D. Customer Relationship Specialist. Throughout the Term, Edgenuity shall designate an individual to serve as its program coordinator with respect to the Instructional Services (the "Customer Relationship Specialist").

VIII. DELIVERABLES.

In connection with its performance of any Software Maintenance, Professional Services or Instructional School Services hereunder, Edgenuity may provide Client with one or more Deliverables. All rights, title, and interest in and to any Deliverables and any Copyright Materials and Trade Secret Materials shall belong to and be retained by Edgenuity (or its suppliers and licensors, as applicable), subject to the following limited license: Conditioned upon Client's performance under this Agreement, including the timely payment of all Fees, Edgenuity hereby grants to Client a nonexclusive, nontransferable, limited license (without the right to grant sublicenses) to use the Deliverables and any Copyright Materials and Trade Secret Materials contained therein solely in connection with Client's authorized use of the Hardware and the Software.

IX. CLIENT OBLIGATIONS.

A. Edgenuity Recommended Hardware Configurations. Client hereby acknowledges and agrees that all applicable Client Technology meets the Edgenuity Recommended Hardware Configurations required for Client's operation and use of the Hardware and Software pursuant to this Agreement, and that the Hardware and Software may not operate with Client Technology that does not comply with the Edgenuity Recommended Hardware Configurations. Client is responsible for the cost, operation, and availability of, and compliance of its Users with, all elements of the Edgenuity Recommended Hardware Configurations. Edgenuity will use commercially reasonable efforts to ensure that the Hardware and Software will operate, substantially in accordance with the applicable Documentation, with Client Technology that complies with the Edgenuity Recommended Hardware Configurations. Client shall be solely responsible for any Client Technology or other product that is required for Client's or its Users' access to or use of the Hardware or the Software, including the purchase and maintenance of any such product, and Client shall be responsible for payment of any fees or expenses incurred in connection with any performance testing and other product setup charges, which may be billed by Edgenuity separately.

B. User Activity. Client is responsible for all activities of Users and for the compliance of all Users with these Standard Terms and all other terms of this Agreement. Client will (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Client Data; (ii) use reasonable efforts to prevent unauthorized access to, or use of, the Software or the Documentation, which must include, among other things, user identification numbers and passwords, IP address verification, or other secure method of user verification, and notify Edgenuity promptly of any such unauthorized access or use; and (iii) in connection with this Agreement, comply, and ensure compliance by all Users, with all applicable local, state, and federal laws, rules, and regulations, including the Children's Online Privacy Protection Act (COPPA) and the Family Educational Rights And Privacy Act (FERPA).

C. Client Cooperation. Client agrees to cooperate with Edgenuity in a professional, diligent, and courteous manner in connection with the performance of Edgenuity's obligations under this Agreement. Without limiting the generality of the foregoing, Client shall, at all times diligently comply with any reasonable request of Edgenuity to furnish to Edgenuity all technical matter, data, information, operating supplies, knowledgeable personnel, and access to and use of any Client Technology to the extent necessary or appropriate for the performance of Edgenuity's obligations under this Agreement. Client hereby grants to Edgenuity a nonexclusive, royalty-free license to access and use Client Technology during the Term solely for the purposes of performing Edgenuity's obligations under this Agreement.

D. Client's Liaison. Throughout the Term, Client shall designate an individual to serve as its primary liaison to Edgenuity for all communications related to the program if Client is utilizing Instructional Services. Client may change the identity of the Primary Liaison from time to time upon reasonable written notice to Edgenuity. The Primary Liaison will serve as the primary point of contact for all communications with Edgenuity related to the program and for coordinating efforts necessary for the fulfillment of Client's obligations specified in this Agreement with respect to the contracted project.

E. Administrative Services. Client shall be responsible for all day-to-day management of the program if Client is utilizing Instructional Services, subject in all cases to compliance with applicable law and school policies.

F. Exceptional Student Services. Client shall be responsible for compliance with applicable all state and federal laws and regulations regarding exceptional student services and Individual Education Plans (IEPs). Additionally, Client shall be responsible for all costs associated with compliance. Edgenuity, if Client is utilizing Instructional Services, shall make its staff available, as needed, for any IEP meetings and work with appropriate personnel to ensure that provisions of a student IEP that relate to Edgenuity staff, systems or curriculum are implemented to the fullest extent possible.

G. State Testing. Client shall be responsible for the provision of appropriate accommodations in which to administer all state mandated standardized tests in accordance with documented state law, policies and procedures.

H. User Cooperation. Client understands and agrees that the participation and cooperation of each User, and in particular each student User, is critical to the effective use of the Hosted Application and the other Software. Client agrees to use its best efforts to ensure that each User fully cooperates with Edgenuity in the use of the Hosted Application and the other Software by each User in accordance with this Agreement.

I. Suspension. Without limiting Edgenuity's other remedies under this Agreement, including termination, in the event of any material breach of any of the terms of this Section IX by Client, Edgenuity may immediately, upon written notice to Client of such breach, suspend Client's and its Users' access to and use of the Software, its delivery of any Software Maintenance or Professional Services, or performance of any of its other obligations under this Agreement, until such breach is cured to the reasonable satisfaction of Edgenuity.

X. INTELLECTUAL PROPERTY.

A. License. Conditioned upon Client's compliance with the terms and conditions of this Agreement, Edgenuity grants to Client and its Users a nonexclusive, nontransferable, and limited license to access and use (by use of a unique user name and password), solely for internal education-related and training-related purposes of Client and its Users (and in no event for providing services or assistance to any other parties, including any other educational institutions). The Software, Documentation, Edgenuity Licensed Content, Copyright Materials, Trade Secret Materials, Marks and Work Product (collectively the "Licensed Content") for which Client has paid the applicable Fees, are subject to and in accordance with the following terms:

1. Concurrent User Licenses ("CULs") are required for each concurrent user session, and Single User Licenses ("SULs") are required for each single user session. CULs and/or SULs must be purchased from Edgenuity prior to use. In the event that Client purchases Instructional Services, unless otherwise stated, all Instructional Services Fees include all necessary software licenses.

2. Software is in "use" on a computer when it is loaded in part or in whole into the temporary memory (i.e., RAM). The Software may be utilized on an unlimited number of computers, provided, however, that the number of allowed concurrent or single use sessions is limited to the number of CULs or SULs purchased. Installation or use on a network server, a terminal server, or an emulator of any type is not supported and is not allowed.

3. Solely with respect to Documentation, Client may make an unlimited number of copies (either in hardcopy or electronic form), provided that such copies are used only for Client's internal educational and training purposes and are not republished or distributed beyond Client's premises, to include not posted on Client's externally available websites.

4. Edgenuity may require Client and its Users to agree (via a separate agreement, such as a "click-accept" agreement) to reasonable terms of use and restrictions as a condition of their initial access to the Software.

B. Ownership. This Agreement grants a license, not a transfer of title, to the Licensed Content. All title, ownership rights, and rights in the Licensed Content (including any images, "applets", animations, video, audio, and text incorporated in the Software) is owned by Edgenuity or its suppliers or licensors, and, subject to the limited rights expressly granted to Client and its Users under this Agreement, Edgenuity and its suppliers and licensors hereby expressly retain and reserve all rights, title, and interest in and to the Licensed Content, including all related patents, copyrights, trademarks, trade secrets, and other intellectual property rights.

C. Client Data. Client hereby grants Edgenuity a nonexclusive license to use, modify, reproduce, create derivative works of, and distribute Client Data solely for the purpose of performing Edgenuity's obligations under this Agreement. Except for the foregoing, Edgenuity shall have no rights, title, or interest in any Client Data.

D. Feedback. Edgenuity shall have and enjoy a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual right and license to use or incorporate into the Licensed Content any suggestions, enhancement requests,

recommendations, or other feedback provided by Client or its Users relating to the operation or use of Licensed Content ("Feedback"). All Feedback is and shall be entirely voluntary and shall not, absent a separate written agreement, create any obligations of confidentiality for Edgenuity or otherwise be considered Confidential Information of Client hereunder.

E. Customization. Certain aspects of the Edgenuity Software, such as the scope and sequencing of Edgenuity Licensed Content, may be customized by Edgenuity upon request of Client ("Customization"), which Customization may be provided only to the extent set forth in the Quote and upon payment of any applicable Fees. With respect to any Customization, (a) Client shall have no ownership rights in the Edgenuity Software or any of the Edgenuity Licensed Content; (b) Client may use the Customization and distribute them, but only to those schools, campuses, or educational entities that are directly affiliated with Client and have purchased and hold a current and valid license to the Software used to create and utilize the Customization; and (c) Client grants Edgenuity a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual right and license to use, reproduce, display, distribute, modify, market, sell, and create derivative works from any Customization (including providing the Customization to any other Edgenuity customer).

F. Limitations. Client has no rights in or to the Licensed Content other than those expressly granted to Client under this Agreement. Without limiting the generality of the foregoing, Client and its Users shall have no right to, and Client specifically agrees not to (and not to permit its Users to):

1. Download all or any part of the Software or the Documentation, except to the limited extent expressly permitted by this Agreement;

2. Modify, copy, or create derivative works based on the Licensed Content;

3. Frame or mirror any content forming part of the Licensed Content;

4. Reverse engineer, attempt to reverse engineer, translate, alter, adapt, decompile, or disassemble the Licensed Content;

5. Access or allow others to access the Licensed Content in order to build, market, or offer a competitive product or service, or copy ideas, features, functions, or graphics of the Licensed Content;

6. License, sublicense, sell, resell, lease, transfer, assign, distribute, time share, or otherwise commercially exploit the Licensed Content in any form or in any manner, or make the Licensed Content available to any third party other than Client's Users or as otherwise permitted by this Agreement;

7. Send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful to children or violates third party privacy rights;

8. Intentionally send or store any viruses, worms, time bomb Trojan horses, or other harmful or malicious code, files, scripts, agents, or programs;

9. Interfere with or disrupt the integrity or performance of the Software or the data contained therein;

10. Attempt to gain unauthorized access to the Licensed Content or its related systems or networks;

11. **Publicly display** or publicly perform the Licensed Content without Edgenuity's prior written consent;

12. **Remove** or alter any proprietary notices or marks on the Licensed Content; or

13. **Without the written** consent of Edgenuity, provide any documentation referencing any Licensed Content in response to a FOIA or similar request.

G. Third Party Software.

1. **General.** Client acknowledges and understands that the Hardware and the Software may include Third Party Software. If the Hardware or Software, or any aspect of the Quote, includes Third Party Software or other intellectual property owned by a third party, such software or other intellectual property is provided by Edgenuity to Client subject to any applicable copyright(s) and user license(s), the terms and conditions of which may be set forth in a license agreement accompanying such software or other intellectual property. Nothing contained herein shall be construed to grant any rights or license to use any Third Party Software or other third party intellectual property in any manner or for any purpose not expressly permitted by such license agreement.

2. **ExploreLearning Gizmos™.** Without limiting any of the provisions of Subsection 1 above, access to and use of any ExploreLearning Gizmos™ ("Gizmos") provided by Edgenuity (whether included in or incorporated into any Edgenuity Software, or otherwise) shall be subject to the following terms:

(a) Neither Client nor any of its Users are authorized to access or use any Gizmos, except: (i) Users who are students and who are authorized by Client to access and use the Edgenuity Software that includes or incorporates the Gizmos; and (ii) Users who are teachers of those same students, provided that such teachers may use the Gizmos only for the purposes of assigning and managing assignments for those students; and

(b) A Gizmo may only be used in connection with the Edgenuity Software with which that particular Gizmo has been provided, and may not be used in connection with any other class, program, application, or software.

(c) Client understands and agrees that any access to or use of any Gizmo provided by Edgenuity by Client or any of its Users in contravention of the foregoing terms constitutes a material breach of this Agreement, and that if Client desires to use a Gizmo in a manner that is not authorized by this Agreement, it is solely the responsibility of Client (and not of Edgenuity) to obtain authorization for such use from the appropriate third party.

3. **Middlebury Interactive Services (MIL) Powerspeak™.** Without limiting any of the provisions of subsection 1 above, if this agreement includes any Middlebury Interactive Services (MIL) products, including but not limited to Powerspeak, Client acknowledges that with the use of MIL's products, the Client is subject to MIL's terms and conditions. For further information, please refer to MIL's terms and conditions which can be found online at:

<http://middleburyinteractive.com/index.php/faqs/terms-of-use>.

Client understands and agrees that any access to or use of MIL products provided by Edgenuity by Client or any of its Users in contravention of the foregoing terms constitutes a material breach of this Agreement, and that if Client desires to use

a MIL Product(s) in a manner that is not authorized by this Agreement, it is solely the responsibility of Client (and not of Edgenuity) to obtain authorization for such use from the appropriate third party.

4. Education Testing Services (ETS) e-rater® Scoring Service.

a). *The score and/or feedback received from the e-rater® technology should be considered as one piece of evidence about a student's writing ability. When a score from the e-rater® engine is being used for an important decision about a student's performance, instructors should review and evaluate the score and/or feedback to ensure that the appropriate decision about placement or performance has been made.*

The user understands and agrees that the e-rater® Scoring Service may not be used for any other purpose, or provided to any other party, than as described herein. User shall indemnify and hold Edgenuity and/or Educational Testing Service (ETS) harmless from any and all claims arising out of the use of the e-rater® Scoring Service or use of the scores and/or feedback to determine placement of, or grades for students, or any other purpose.

b). **THE E-RATER® SCORING SERVICE (SCORE AND GRAMMAR CHECKING FEATURE) PROVIDED BY ETS IS PROVIDED "AS-IS", WITHOUT WARRANTIES OF ANY KIND AND ETS DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE E-RATER® SCORING SERVICE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL ETS BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE THIRD PARTY PRODUCTS, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.**

c). License to Use Essays Submitted

With regard to essays submitted to the site, you hereby grant to ETS a non-exclusive, royalty-free, perpetual, world-wide, irrevocable license to reproduce, transmit, display, disclose, archive and otherwise use any such files you submit to the site for the purposes of scoring and providing feedback. ETS will not retain any personally-identifiable information that may be associated with the papers. This license shall survive the termination of any license granted herein to ETS. Nothing herein shall preclude ETS from using information independently created by ETS.

H. Branding. Unless otherwise agreed to by Edgenuity and Client, the Software will not contain advertisements or commercial branding other than standard brand identifiers used by Client, Edgenuity, or Edgenuity's suppliers and licensors.

I. Evaluations. In the event that the Quote provides for an evaluation, "pilot", or other trial License Period for any Licensed Content, whether or not free of charge (an "Evaluation"), all of the terms and conditions of this Agreement shall apply to the Evaluation, as supplemented by the terms set forth in the Quote, provided that, notwithstanding anything in this Agreement to the contrary:

1. The access to and use of the Licensed Content permitted under Section X.A above and under this Agreement,

shall be limited solely to an evaluation by Client and its Users of the Licensed Content for prospective use in their internal, education-related operations;

2. The duration of the License Period for the Evaluation shall be as set forth in the Quote;

3. The number and the identity of the Users for the Evaluation shall be as set forth in the Quote;

4. Client and Users shall have no right to reproduce or make any copies of any Licensed Content, or any portion thereof; and

5. THE LICENSED CONTENT IS PROVIDED BY EDGENUITY "AS IS." EDGENUITY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO ANY LICENSED CONTENT.

J. Audits.

Edgenuity may audit Client's and its Users' use of the Licensed Content for compliance with the terms and conditions of this Agreement at any time upon reasonable notice to Client. Client shall cooperate with any such audit, shall comply with any reasonable request of Edgenuity in connection with the audit, and shall provide Edgenuity with access to any and all documents and information necessary or appropriate for Edgenuity to complete the audit. In the event that any such audit reveals any use of the Licensed Content other than in accordance with and in full compliance with the terms and conditions of this Agreement, then, in addition to all of Edgenuity's other rights and remedies, Client shall promptly reimburse Edgenuity for all reasonable fees, costs, and expenses (including attorneys' fees) incurred by Edgenuity in connection with such audit.

K. Termination of Licenses.

Licenses granted under this Agreement will be automatically terminated and revoked upon the earlier of the expiration or termination of the applicable License Period or the expiration or termination of this Agreement. Edgenuity reserves the right to revoke any license granted under this Agreement upon the occurrence of a material breach of this Agreement by Client or its Users, which is not fully cured within ten (10) days after the date of first occurrence. Upon the revocation or termination of a license, Client and all Users must immediately discontinue their access to and use of the applicable Licensed Content, and Client and Users must destroy all copies of such Licensed Content that they have obtained or made.

L. Work Product and Marks.

Client agrees that no copyrightable aspects of the Work Product or any Mark shall be considered "work made for hire" within the meaning of the Copyright Act of 1976, as amended, and Client hereby assigns to Edgenuity exclusively all right, title, and interest in and to all intellectual property rights in and to such Work Product and Marks that Client may have or obtain. Client acknowledges that the parties do not intend Client to be a joint author of the Work Product or the Marks within the meaning of the Copyright Act of 1976, as amended, and that in no event shall Client be deemed a joint author of the Work Product or the Marks. Client agrees to execute and deliver any additional documents and instruments, and take any other actions that may be necessary or requested by Edgenuity to give effect to the provisions of this Section.

XI. FEES AND PAYMENT.

A. Fees. Client agrees to pay all Fees. Except to the extent expressly provided in the Quote or in this Agreement, all Fees are non-cancellable and non-refundable, including (i) any Fees related to any Software or any other Product, (ii) any Fees related to any Professional Services, including Training Services and (iii) any fees related to any Instructional School Services. Amounts due for Products and Services are based on access to the Products and Services and are not dependent on actual usage, nor are they contingent upon delivery of any future functionality or features. Accordingly, and without limiting the generality of the first sentence of this section, in the event of any expiration, termination, renewal, account change or modification, or any other circumstance, Client shall have no right to the cancellation or refund of any Fees paid or payable for any Products and/or Services based on Client's lack of use or implementation of the Products or Services, including any Unused Training Services.

B. Invoicing and Payment.

Unless otherwise provided in the Quote, all Fees (including any Fees for any Products or Services) may be invoiced upon the Effective Date, and Client agrees to pay the net amount of each invoice, without offset or deduction, within 45 days after the invoice date. If any amount is not paid upon the due date, then Edgenuity shall be entitled to receive the amount due plus interest thereon at the rate of 1.5% per month (or such lower rate as shall be the highest permissible contract rate under applicable law) on all amounts that are not paid on or before the due date.

C. Taxes.

Except to the extent that Client provides Edgenuity with a valid tax exemption certificate authorized by the appropriate taxing authority, Edgenuity will invoice Client for, and Client agrees to promptly pay, any taxes, impositions, or other charges imposed or levied by any governmental authority, including any sales, use, value-added, or withholding taxes, in connection with this Agreement (except for any Edgenuity income or employee taxes).

XII. CONFIDENTIALITY.

A. Protection. Edgenuity and Client each (the "Receiving Party") agrees to hold Confidential Information of the other party (the "Disclosing Party") in strictest confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever, except as authorized by this Agreement or in connection with the Receiving Party's obligations under this Agreement. The Receiving Party shall take reasonable precautions to protect the confidentiality of such.

B. Definitions. "Confidential Information" means any information relative to the Disclosing Party, its business, or its operations, that is clearly marked "confidential" or "proprietary", or that ought to be treated as confidential under the circumstances surrounding the disclosure, provided that Confidential Information shall not include information that: (i) at the time of disclosure, or thereafter, becomes publicly known through means other than a party's breach of this Agreement; (ii) was known to the Receiving Party as of the time of its disclosure without any obligation of confidentiality, the proof of such knowledge to be the burden of the Receiving Party; (iii)

was independently developed by the Receiving Party without the use of any of the Disclosing Party's Confidential Information; (iv) was subsequently learned from a third party not under a confidentiality obligation to the Disclosing Party or any other party; or (v) is public record pursuant to applicable state law. "Confidential Materials" means all tangible materials containing Confidential Information, including written or printed documents and computer disks or tapes, whether machine or use readable. Edgenuity's Confidential Information includes the contents of any Edgenuity Licensed Content, Quote, the Software, the Documentation, the Deliverables, Copyright Materials, and Trade Secret Materials. Client's Confidential Information includes the Client Data.

C. Allowed Disclosure. The Receiving Party may disclose Confidential Information or Confidential Materials only to Receiving Party's employees, agents, and consultants who have a "need to know" such information, and who have agreed, in writing, to protect the confidentiality of the Confidential Information and the Confidential Material to the same extent as provided in this Agreement.

D. Compelled Disclosure. If the Receiving Party is forced to disclose any Confidential Information or Confidential Materials of the Disclosing Party by order of a court or other legal authority, or by operation of law, the Receiving Party will, to the extent legally permitted, give the Disclosing Party prompt notice thereof and will provide the Disclosing Party a reasonable opportunity to prevent such disclosure.

E. Unauthorized Disclosure. The Receiving Party shall notify the Disclosing Party immediately upon the discovery of any unauthorized use or disclosure of the Disclosing Party's Confidential Information or Confidential Materials, and will cooperate with the Disclosing Party in every reasonable way to assist the Disclosing Party in regaining possession of the Confidential Information or Confidential Material and in preventing its further unauthorized use or disclosure.

F. Return of Confidential Information. Promptly upon the Disclosing Party's request, the Receiving Party shall return to the Disclosing Party all originals, copies, reproductions, and summaries of Confidential Information and Confidential Materials, or, at the Disclosing Party's option, certify the destruction thereof.

G. Remedies. The Receiving Party's disclosure or use (or threat to disclose or use) any Confidential Information of the Disclosing Party in breach of this Agreement will cause immediate and irreparable harm to the Disclosing Party and the Disclosing Party shall be entitled to immediate injunctive relief against any actual or threatened violation, in addition to any of its other rights and remedies.

H. No Transfer. This Agreement does not transfer to the Receiving Party any title to or ownership rights in any of the Disclosing Party's Confidential Information.

I. Student Data for Purpose of Study. Client may share student records with Edgenuity pursuant to this Agreement for the sole purpose of conducting a study on behalf of Client to improve instruction. Edgenuity shall destroy or return all identifiable student information when no longer needed for purposes of the study.

XIII. INFRINGEMENT AND INDEMNIFICATION.

A. Infringement. Edgenuity agrees to defend or settle, at its option or discretion, any claim, action, demand, lawsuit, or proceeding (each, a "Claim") made or brought against Client alleging that any portion or aspect of any Edgenuity Licensed Content, Marks, Edgenuity Software, related Documentation, Software Maintenance, Professional Services, Instructional School Services, Deliverable, or any U.S. patent, copyright, trade secret, trademark, or other intellectual property of Edgenuity made available to Client under this Agreement (each, an "Edgenuity Item") infringes any patent, copyright, trademark, or other intellectual property right of a third party, provided that: (i) the subject Edgenuity Item is used strictly as permitted by this Agreement; (ii) the Claim does not arise from any modification, alteration, or customization of the Edgenuity Item made by or at the request of Client; (iii) the Claim could not have been avoided if Client had substituted its use of the infringing Edgenuity Item with an update or release provided to Client prior to such Claim; and (iv) Client gives Edgenuity prompt written notice of the Claim, tenders to Edgenuity the defense or settlement of the Claim, at Edgenuity's expense, and cooperates with Edgenuity, at Edgenuity's expense, in defending or settling the Claim. If one or more of the conditions set forth in sub-clauses (i), (ii), (iii) or (iv) are not satisfied, then Edgenuity shall have no liability or other obligation to Client with respect to the Claim. If an Edgenuity Item becomes, or in Edgenuity's opinion likely to become, the subject of an infringement Claim, Edgenuity may, at its sole option and expense, procure for Client the right to continue using such item as provided hereunder, modify such item so that it is no longer infringing, replace such item with another item of equal or superior functional capability, or require the return or cessation of use of the item and refund Client the portion of the Fees paid that are attributable to the item. THE RIGHTS GRANTED TO CLIENT UNDER THIS SECTION SHALL BE CLIENT'S SOLE AND EXCLUSIVE REMEDY AND EDGENUITY'S SOLE LIABILITY FOR ANY ALLEGED INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER INTELLECTUAL PROPERTY RIGHT.

B. Indemnification. Client agrees to indemnify, defend, and hold harmless Edgenuity and its shareholders, directors, officers, employees, agents, contractors, consultants, affiliates, and subsidiaries from and against any and all Claims, and any losses, damages, settlements, taxes, contributions, penalties, fines, costs, or expenses (including reasonable attorneys' fees), arising from: (i) any act or omission on the part of Client, any party acting on Client's behalf, and any User; (ii) any injuries or death to any Edgenuity personnel, or any damage to Edgenuity property suffered in the performance of the Services, except as may result from the gross negligence or willful misconduct of Edgenuity; (iii) the occurrence or nonoccurrence of any event alleged to be proximately caused by any Client Technology; (iv) any allegation that any Client Technology infringes any third party patent, trademark, copyright, or other right; and (v) the use of any Product or Service by Client or any User other than as expressly permitted by this Agreement.

XIV. WARRANTIES AND DISCLAIMERS.

A. Edgenuity Software Warranties. Edgenuity warrants that the Edgenuity Software will operate substantially in

accordance with the applicable Documentation during the applicable License Period, provided that the Edgenuity Software is used in accordance with Edgenuity's Recommended Hardware Configurations and the terms and conditions of this Agreement. This warranty is voided to the extent of any alterations, modifications, or access to or use of the Edgenuity Software not authorized by Edgenuity. Client must notify Edgenuity of any breach of this warranty promptly in writing. Upon Edgenuity's receipt of such notice, Edgenuity may, at its election and expense, either (i) as soon as commercially practical, consistent with industry practice, modify the affected Edgenuity Software to conform in all material respects with the applicable Documentation; (ii) provide a replacement for the affected Edgenuity Software which conforms in all material respects with the applicable Documentation; or (iii) terminate access to and use of the affected Edgenuity Software and refund to Client a pro-rated portion of the Fees paid that is attributable to the affected Edgenuity Software. THE REMEDIES SET FORTH IN THIS SECTION SHALL BE CLIENT'S SOLE REMEDY AND EDGENUITY'S SOLE LIABILITY WITH RESEPECT TO A BREACH OF THE WARRANTY SET FORTH IN THIS SECTION.

B. Hardware and Third Party Software Warranties.

ALL HARDWARE AND THIRD PARTY SOFTWARE IS PROVIDED BY EDGENUITY "AS IS." EDGENUITY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO ANY HARDWARE OR THIRD PARTY SOFTWARE. Client, recognizing that Edgenuity is not the manufacturer of Hardware or the producer of Third Party Software, expressly waives any claim that Client may have against Edgenuity based upon any alleged or actual product liability or infringement of any patent, copyright, trade secret, or other intellectual property right with respect to any Hardware or Third Party Software, as well as any right to indemnification from Edgenuity on account of any such claim made against Client by a third party. Edgenuity hereby transfers to Client, to the extent transferable, whatever transferrable warranties and indemnities Edgenuity receives from the manufacturer of the Hardware or the producer of the Third Party Software, including any transferable warranties and indemnities respecting patent infringement. Edgenuity's sole obligation with respect to Hardware and Third Party Software shall be to use reasonable commercial efforts to facilitate warranty and indemnification claims that Client makes against the manufacturer or producer of the Hardware or the Third Party Software.

C. Service Warranties. Edgenuity warrants that it will provide Services (i.e., Software Maintenance, Professional Services, Instructional School Services and Deliverables) in a professional, workmanlike manner consistent with the terms of this Agreement and in accordance with generally accepted industry standards of care and competence. These warranties are voided to the extent of any alterations or modifications to the Services not authorized by Edgenuity. Client must notify Edgenuity of any breach of these warranties promptly in writing within ten (10) days of Edgenuity's performance that is the subject of the breach. Upon Edgenuity's receipt of such notice, Edgenuity may, at its election and expense, either (i) use reasonable efforts to re-perform or correct any defect in the Software Maintenance, Professional Services, Instructional

School Services or Deliverables, at no charge to Client; or (ii) terminate performance of the applicable Software Maintenance, Professional Services, Instructional School Services or Deliverables and refund the Fees paid by Client to Edgenuity that are appropriately apportioned for and attributable to the affected Service. THE REMEDIES SET FORTH IN THIS SECTION SHALL BE CLIENT'S SOLE REMEDY AND EDGENUITY'S SOLE LIABILITY WITH RESPECT TO A BREACH OF THE WARRANTIES SET FORTH IN THIS SECTION.

D. Disclaimers. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES AND REPRESENTATIONS CONTAINED IN THIS AGREEMENT, ALL PRODUCTS AND SERVICES ARE PROVIDED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS, AND ALL CONDITIONS, REPRESENTATIONS, AND WARRANTIES CONCERNING ANY PRODUCT OR SERVICE, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW, INCLUDING ANY WARRANTY OF MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, SATISFACTORY QUALITY, OR NON-INTERFERENCE, OR ANY WARRANTY ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, THE ABOVE LIMITATION MAY NOT APPLY. THESE WARRANTIES GIVE CLIENT SPECIFIC LEGAL RIGHTS, AND CLIENT MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS LIMITED WARRANTIES SET FORTH ABOVE FAIL OF THEIR ESSENTIAL PURPOSE. UNLESS OTHERWISE EXPRESSLY PROVIDED IN WRITING BY EDGENUITY, ANY SPECIFICATIONS OR OTHER INFORMATION, ORAL OR WRITTEN, INCLUDED OR FURNISHED WITH ANY PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT ARE DESCRIPTIVE AND ARE NOT INTENDED AS WARRANTIES.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EDGENUITY DOES NOT MAKE ANY WARRANTY OR REPRESENTATION REGARDING THE USE OF THE SOFTWARE IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE, AND EDGENUITY DOES NOT WARRANT OR REPRESENT THAT (A) THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE; (B) THE SOFTWARE WILL BE FREE OF ALL POSSIBLE METHODS OF ACCESS, ATTACK, OR INTRUSION, OR (C) THE SOFTWARE WILL SATISFY ANY PARTICULAR REQUIREMENT OR PURPOSE. THE RISK OF PERFORMANCE OF THE SOFTWARE IS ASSUMED BY CLIENT.

Edgenuity reserves the right to alter the features, specifications, capabilities, functions, licensing terms, availability, or other characteristics of any of the Software or Documentation, and Edgenuity may, at its sole discretion, alter Hardware and Software configurations from time to time. Client will be notified in advance of any updates or significant software or platform changes beyond standard Software Maintenance.

E. Warranty Statements. If a formal, written warranty statement is made by Edgenuity with respect to a particular

Product, and that warranty statement is delivered or made available to Client with that particular Product, then the terms of the warranty statement shall apply to that Product, and those terms are incorporated herein by this reference. In the event of a conflict between a term of these Standard Terms and a term of the warranty statement, the term of the warranty statement shall prevail.

F. Representations and Warranties of Client. Client represents and warrants to Edgenuity that:

1. Client has the full power and authority to execute, deliver and perform under this Agreement;

2. This Agreement is valid, binding, and enforceable against Client in accordance with the terms herein, no provision requiring its performance is in conflict with Client's obligations under any other agreement, and Client is not subject to any law prohibiting its execution or performance of this Agreement;

3. With respect to the performance of Client's obligations under this Agreement, Client will comply with, and will cause each of its employees, agents, and contractors to comply with, all laws applicable to its performance under this Agreement;

4. Client will not use, and will not allow any of its students, or any third party, to use, the Edgenuity Licensed Content or any Edgenuity Service in a manner that is, or that potentially is, (i) illegal, (ii) a legal risk to Edgenuity, (iii) degrading to the quality, goodwill, reputation of Edgenuity, its business, or its products or services, or (iv) a violation of any of the terms and conditions of this Agreement; and

5. Client shall be responsible and liable for all of the acts and omissions of all of its past and present employees, agents, contractors, and students under or in connection with this Agreement, and for their compliance with the requirements and other terms and conditions of this Agreement.

XV. LIMITATIONS OF LIABILITY.

A. No Consequential Damages. CLIENT SHALL NOT BE ENTITLED TO, AND NEITHER EDGENUITY NOR ITS SUPPLIERS OR LICENSORS SHALL BE LIABLE TO CLIENT OR ANY OF ITS USERS FOR, ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE, INCLUDING COVER, BUSINESS INTERRUPTION, LOSS OF PROFIT, REVENUE, DATA, OR GOODWILL, OR CLIENT TECHNOLOGY DAMAGE, FAILURE, OR MALFUNCTION, EVEN IF EDGENUITY OR ITS SUPPLIERS OR LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, REGARDLESS OF HOW SUCH DAMAGES WERE CAUSED, AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS OR EXCLUSIONS OF CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES, SOME OR ALL OF THE FOREGOING LIMITATIONS MAY NOT APPLY.

B. Limitation of Damages and Other Losses. IN NO EVENT SHALL CLIENT'S TOTAL AND AGGREGATE RECOVERY FROM EDGENUITY FOR ANY AND ALL CLAIMS EXCEED THE LESSER OF (I) FEES ACTUALLY PAID BY

CLIENT FOR THE PRODUCT(S) OR SERVICE(S) GIVING RISE TO THE CLAIM(S); OR (II) THE TOTAL SUM OF FIFTY THOUSAND DOLLARS (\$50,000). THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

C. Claims Regarding Content; Indemnification. Client understands and acknowledges that the Software is a tool to assist Client in virtual learning using multimedia materials and collecting data on the internet, and that Client, its Users, and third parties, and not Edgenuity or its suppliers or licensors, are responsible for ensuring the content of such communications, training materials, web sites and data. Client agrees that Client will not bring any suit against, or assert any Claim against, Edgenuity or its suppliers or licensors based on the content of such communications, web sites or data, even if such content is obscene, illegal, or otherwise offensive. Client agrees to indemnify and hold harmless Edgenuity, its suppliers, directors, officers, agents and employees from and against any and all Claims, damages, judgments, assessments, losses, liabilities and expenses (including reasonable fees and disbursements of counsel) arising out of, or in connection with, any communications generated by Client and any content created by Client using the Software.

D. Applicability. THE LIMITATIONS OF LIABILITY CONTAINED IN THIS AGREEMENT APPLY TO ALL CAUSES OF ACTION OR CLAIMS IN THE AGGREGATE UNDER ANY LEGAL OR EQUITABLE THEORY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE. Client agrees that the limitations of liability and disclaimers set forth in this Agreement will apply regardless of whether Client has accepted the Software or any other Product or Service delivered by Edgenuity. Client acknowledges and agrees that Edgenuity has set its prices and entered into this Agreement in reliance upon the disclaimers of warranty and limitations of liability set forth herein, that the same reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between the parties.

E. Time Limitation. No action arising out the performance of any obligation under this Agreement may be brought by either party more than two (2) years after such cause of action accrues, except that an action for nonpayment may be brought within two (2) years after the date of last payment.

XVI. TERM AND TERMINATION.

A. Term.

This Agreement will be effective as of the Effective Date and shall continue in full force and effect until the end of the last License Period covered by this Agreement, unless earlier terminated in accordance with the terms of this section (the "Term").

B. Termination.

1. **Nonpayment.** If Edgenuity believes in good faith that Client's ability to make payments may be impaired, or if Client fails to pay any invoice when due and does not make such payment within ten (10) days after receipt of such notice from Edgenuity of such failure, Edgenuity may, in its sole and absolute discretion, either (a) suspend access to or the delivery or performance of any Product or Service until such payment is made; or (b) terminate this Agreement.

2. **Material Breach.** Either party may terminate this Agreement for the material breach of the other party which material breach has remained uncured for a period of fifteen (15) days after the date of notice thereof to the breaching party. In the event that Client terminates this Agreement for a material breach by Edgenuity, Edgenuity shall return a pro-rated portion of the Fees received by Edgenuity from Client pursuant to this Agreement for the Products and/or Services that are the subject of the breach.

3. **Insolvency.** Either party may immediately terminate this Agreement, with notice, upon (i) the institution by or against the other party of insolvency, receivership, or bankruptcy proceedings or any other proceedings for the settlement of the other party's debts; (ii) the other party making an assignment for the benefit of creditors; (iii) the other party becoming insolvent; or (iv) the other party's dissolution or ceasing to do business (or its adoption of a resolution for either).

4. **Termination of Instructional School Services.** Either party may terminate any Instructional School Services provided under this Agreement at the end of a school year by giving 90 days written notice prior to Client's published school end date. Edgenuity may terminate Instructional School Services immediately upon delivery of written notice to Client in the event Client adopts or amends School Policies related to [but not limited to] the provision of Instructional Services without the prior written approval of Edgenuity.

5. **Effects.** Termination or expiration of this Agreement shall not relieve Client of any obligation to pay any Fees payable to Edgenuity prior to the Effective Date of the termination or expiration. In addition, the exercise of the right to terminate this Agreement shall be in addition to any other right and remedy provided in this Agreement or existing at law or in equity that is not otherwise excluded or limited under this Agreement.

XVII. MISCELLANEOUS.

A. **Non-Solicitation.** During the Term and for a period of one (1) year thereafter, Client shall not, either directly or indirectly, solicit, make offers of employment, hire in any capacity, or accept any services or work from any employees, contractors, or consultants of Edgenuity who are associated (either directly or indirectly) with the performance of any services under this Agreement, without Edgenuity's prior written consent. In the event that Client breaches the foregoing restriction, then, in addition to any other rights or remedies of Edgenuity, Client shall pay to Edgenuity, as liquidated damages and not as a penalty, within thirty (30) days of receipt of a notice of breach, a sum equal to two (2) years of salary or fees that Edgenuity would reasonably expect to pay to such employee, contractor, or consultant but for such breach.

B. **Force Majeure.** Neither party to this Agreement shall be liable for delays or failures in performance under this Agreement (other than obligations relating to payment, confidentiality, and protection of ownership and intellectual property rights) resulting from acts or events beyond the reasonable control of such party (a "Force Majeure Event"), including acts of war, terrorism, acts of God, earthquake, flood, embargo, riot, sabotage, labor dispute, governmental act, failure of the internet, power failure, or energy, utility, or telecommunications interruptions, provided that the delayed party: (i) gives the other party prompt notice of such cause; and

(ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. In the event that a Force Majeure Event lasts for more than 90 days, and the delayed cannot correct its failure or delay in performance during that period of time, despite using its reasonable commercial efforts to do so, the other party may terminate the affected portions of this Agreement.

C. **Relationship of the Parties.** Edgenuity is an independent contractor with respect to Client. Neither party is nor shall be considered to be, an employee, agent, distributor, partner, joint venturer, or representative of the other party, and neither party shall have the authority to act on behalf of or in the name of the other party, or to bind the other party in any manner whatsoever.

D. **Governing Law.** Any action related to this Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, without reference to conflicts of laws principles that would result in the application of the laws of another jurisdiction. The state and federal courts located in Maricopa County, Arizona shall have exclusive jurisdiction and venue over any dispute arising hereunder or related hereto, and the parties hereby consent to the personal jurisdiction and venue of these courts. Notwithstanding the foregoing, Edgenuity shall have the right to seek injunctive or pre-judgment relief in any court of competent jurisdiction to prevent or enjoin the misappropriation, misuse, infringement, or unauthorized disclosure of Edgenuity's Confidential Information or intellectual property rights. No Federal Acquisition Regulations shall be construed to apply to Edgenuity without Edgenuity's written agreement thereto. The United Nations Convention for the International Sale of Goods shall not apply to this Agreement.

E. **Export Control.** The sale, resale, or other disposition of Products and any related technology or documentation are subject to the export control laws, regulations, and orders of the United States of America and may be subject to the export and/or import control laws, regulations, and orders of other countries. Client agrees to comply with all such laws, regulations, and orders and acknowledges that it shall not directly or indirectly export or import any Products to any country to which such export, import, or transmission is restricted or prohibited. Client acknowledges and agrees that Client is responsible to obtain any license to export, re-export, import, or transmit as may be required.

F. **Severability.** In the event that any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be subject to modification by the court and shall be interpreted so as best to accomplish the objectives of the original portion to the fullest extent permitted by law, and the remaining provisions shall remain in full force and effect.

G. **Assignment.** Neither this Agreement, nor any rights hereunder, may be assigned by operation of law or otherwise, in whole or in part, by Client without the prior, written consent of Edgenuity.

H. **Third Parties.** There are no third party beneficiaries to this Agreement.

I. **Waivers.** Any waiver of any rights under this Agreement must be in writing and signed by the waiving party, and any such waiver shall not operate as a waiver of any further right hereunder.

J. **Entire Agreement; Construction.** This Agreement is the entire agreement between the parties with respect to its subject matter, and supersedes any and all prior or contemporaneous, conflicting or additional communications, negotiations or agreements. As used in this Agreement, the term "including" shall mean "including, without limitation," the term "includes" shall mean "includes, without limitation," and terms appearing in the singular shall include the plural and terms appearing in the plural shall include the singular.

K. **Amendments.** This Agreement may be amended only in writing and signed by both parties; and any purported oral amendment to this Agreement shall be void and have no effect.

L. **Marketing.** Client agrees that Edgenuity may use Client's name, logo, and trademarks, and may disclose that Client is a customer of Edgenuity, in Edgenuity advertising, promotion and similar public disclosures; provided, however, that such advertising, promotion or similar public disclosures shall not indicate that Client in any way endorses any Edgenuity Products or Services without Client's prior consent.

M. **Background Investigations.** To the extent required by applicable Law and validated and approved by the Client and if the Client shall have additional requirements beyond the applicable Law (which shall be explicitly detailed in writing by client and provided to and agreed upon by Edgenuity), Edgenuity shall perform or cause to be performed or ensure that such background checks have been performed on its employees and agents engaged in the delivery of Edgenuity Licensed Content or the performance of Edgenuity Services.

N. **Notices.** All notices under this Agreement will be in writing and will be deemed given upon: (i) receipt thereof if delivered by facsimile, electronic mail, hand delivery, or overnight delivery service; or (ii) three days after deposit in the U.S. mail, postage prepaid, return receipt requested, if mailed. Notices to Edgenuity will be addressed to the attention of the Chief Learning Officer. Notices to Client will be addressed to the individual who executes the Quote on behalf of Client.

O. **Headings.** The headings contained in these Standard Terms are for purposes of convenience only and shall not affect the meaning or interpretation of this Agreement.

P. **Counterparts.** The execution of the Quote or any other instrument evidencing the effectiveness of this Agreement may be made in two or more original or facsimile counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument.

Q. **Survival.** All provisions of Sections X, XI, XII, XIII, XIV, XV and XVII except for XVII, Sub-section M, and any other provisions which must survive in order to give effect to their meaning, shall survive the expiration or termination of this Agreement.

8.3

PACIFIC VIEW CHARTER SCHOOL

BOARD OF TRUSTEES' MEETING

February 17, 2014

2014.15 SECOND INTERIM REPORT

**Pacific View Charter School
2014/15 Second Interim Budget
Financial Summary – February 17, 2015**

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 2014/15 financial status, Second Interim 2014/15 Budget and projections for two subsequent fiscal years. The 2014/15 Second Interim Budget will require the Board's review and action.

The Second Interim 2014/15 Budget includes the following items:

- ✓ 2014/15 Second Interim Multi-year Projection and Assumptions
- ✓ 2014/15 Local Control Funding Formula Summary
- ✓ 2014/15 Second Interim Certification Form

During the Working Adopted Budget administration used the original LCFF calculator. The LCFF calculator was updated to reflect the Governor's May Revise.

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.

First Interim Budget Enrollment and Average Daily Attendance (A.D.A.)

	2013/14	2014/15	2015/16	2016/17
Enrollment	427	469	469	469
A.D.A.	408.60	448.58	448.58	448.58
A.D.A. Ratio	95.69%	95.65%	95.65%	95.65%

**Pacific View Charter School
2014/15 Second Interim Budget
Financial Summary – February 17, 2015**

The Excel spreadsheet below reflects all changes that have taken place since the Working Adopted Budget was approved.

Revenue Budget Line Item	Description	Amount
62-00-0000-8550	Mandated Cost	25,989
Total Revenue Reduction		25,989
Expenditure Budget Line Item	Description	Amount
62-00-0000/1000	Certificated Salary Adj.	6,076
62-00-0000/3999	Employee Benefits	-6,089
62-00-0000/9026-4300	Instructional Supplies	2,268
62-00-0000-5300	Dues & Membership	13
62-00-0000-5800	Microsoft Voucher	-2,268
Total Expenditure Increase		0
January 31, 2015 Balance		<u>25,989</u>
First Interim Budget 10-31-2014		3,254
Increase/Decrease Fund Balance		29,243

**PACIFIC VIEW CHARTER SCHOOL
MULTI-YEAR PROJECTION
2014-2017 Proposed/Adopted Budget**

ENTERPRISE FUND		2014-15 First Interim Budget	2014-15 Second Interim Budget	2015-16 Projected Budget	2016-17 Projected Budget
A. REVENUES					
1) Revenue Limit Sources	8010-8099	3,394,681	3,394,681	3,618,281	3,814,323
2) Other Federal Revenues	8100-8299	0	0	0	0
3) Other State Revenues	8300-8599	96,000	121,989	118,001	118,001
4) Other Local Revenues	8600-8799	27,147	27,147	11,464	11,853
5) TOTAL REVENUES		3,517,828	3,543,817	3,747,746	3,944,177
B. EXPENDITURES					
1) Certificated Salaries	1000-1999	1,454,425	1,460,501	1,518,921	1,579,678
2) Classified Salaries	2000-2999	344,068	344,068	357,831	372,144
3) Employee Fringes	3000-3999	463,358	457,269	489,832	535,101
4) Books, Supplies, Non-Capital Equip	4000-4999	138,736	141,004	145,234	149,591
5) Services, Other Operating Exp	5000-5999	1,113,987	1,111,732	1,145,084	1,179,436
7) Other Outgo	7100-7299	0	0	0	0
8) Direct Support/Indirect Costs	7300-7399	0	0	0	0
9) TOTAL EXPENDITURES		3,514,574	3,514,574	3,656,902	3,815,950
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES & USES		3,254	29,243	90,844	128,227
D. Other Financing Sources/Uses					
1) Interfund Transfers In - 8919					
2) Interfund Transfers Out - 7619		0			
E. Net Increase(Decrease) in Fund Balance		3,254	29,243	90,844	128,227
F. FUND BALANCE, RESERVES					
1) Fund 62/62-01 Beginning Balance/July 1		2,618,807	2,618,807	2,648,050	2,738,893
2) Ending Balance		2,622,061	2,648,050	2,738,893	2,867,120
Components of Fund Balance					
Restricted for Econ Uncert.		105,437	105,437	109,707	114,478
Restricted for Special Purposes		2,516,624	2,542,612	2,629,186	2,752,642
Undesignated		0	0	0	0
Total Components of Fund Balance		2,622,061	2,648,050	2,738,893	2,867,120
SPECIAL RESERVE FUND FOR CAPITAL OUTLAY PROJECTS		387,088	387,088	388,088	389,088

**PACIFIC VIEW CHARTER SCHOOL
MULTI-YEAR PROJECTION
2014-2017 Proposed/Adopted Budget**

		2014-15 First Interim	2014-15 Second Interim	2015-16 Projected Budget	2016-17 Projected Budget
Designated for Economic Uncertainty	9770-000	105,437	105,437	109,707	114,478
TOTAL		105,437	105,437	109,707	114,478
Revolving Cash Reserve	9711-000	200	200	200	200
Deferred Maintenance Reserve	9780-009	50,000	50,000	50,000	50,000
Erate/100 Laptops/Laptop Cart	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/Comp Absence/Growth	9780-000	2,079,864	2,105,852	2,191,981	2,314,978
Long Term Debt Reserve (Building)	9780-012	217,571	217,571	217,571	217,571
Long Term Debt Reserve (Automobile)	9780-013	4,141	4,141	4,141	4,141
TOTAL		2,516,624	2,542,612	2,629,186	2,752,642
Undesignated	9790-000	(0)	0	(0)	(0)
TOTAL		(0)	0	(0)	(0)
TOTAL RESERVES		2,622,061	2,648,049	2,738,894	2,867,121

**PACIFIC VIEW CHARTER SCHOOL
MULTI-YEAR PROJECTION
2014-2017 Proposed/Adopted Budget**

	2014-15 PROJECTED	2015-16 PROJECTED	2016-17 PROJECTED
<u>REVENUE</u>			
1. COLA	0.850%	2.10%	2.30%
2. LOTTERY	\$156.00	\$156.00	\$156.00
3. ENROLLMENT ESTIMATES			
Totals	469	469	469
4. ENROLLMENT INCREASE(DECREASE)	0	0	0
Percentage Change	0.00%	0.00%	0.00%
5. REVENUE LIMIT ADA	448.58	448.58	448.58
<u>EXPENDITURES</u>			
1. FRINGE BENEFIT RATES			
STRS State Teachers Retirement System	8.88%	8.88%	8.88%
PERS Public Employee Retirement System	11.77%	11.77%	11.77%
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%	1.99%	1.99%	1.99%
Health Insurance cost per year	\$ 163,238	\$ 184,798	\$ 218,277
Books and Supplies/Other Operating Services	3%	3%	3%

**PACIFIC VIEW CHARTER SCHOOL
MULTI-YEAR PROJECTION
2014-2017 Proposed/Adopted Budget**

REVENUES	2014-15	2015-16	2016-17
<i>Total Student Enrollment</i>	<i>469</i>	<i>469</i>	<i>469</i>
<i>Total Student ADA</i>	<i>448.58</i>	<i>448.58</i>	<i>448.58</i>
Student ADA at 95.69% - MS - Grade K-3	28.60	28.60	28.60
Student ADA at 95.69% - MS - Grade 4-6	23.27	23.27	23.27
Student ADA at 95.69% - MS - Grade 7-8	33.89	33.89	33.89
Student ADA at 95.69% - HS - Grade 9-12	362.82	362.82	362.82
Revenue Limit Sources			
0000-000 8011 LCFF Base Funding	1,726,054	1,895,437	2,054,101
0000-000-8011-001 LCFF Base Funding Prior Year	0	0	0
0000-500-8011 Supplemental & Concentration Grants	233,134	221,041	238,929
0000-500-8011-001 Supplemental & Concentratio Grants PY	0	0	0
1400-000-8012 Education Protection Account	591,069	591,069	591,069
1400-000-8012-001 Education Protection Account Prior Year	0	0	0
0000-000-8096 In lieu of Property Taxes-Included in Prin Appor	891,216	910,734	930,224
0000-000-8096-001 In lieu of Property Tax Prior Year	-46,792	0	0
TOTALS	3,394,681	3,618,281	3,814,323
Other State Revenues			
0000-000-8550 Mandated Costs	43,474	43,474	43,474
1100-000-8560 State Lottery - CY Unrestricted	59,336	59,336	59,336
1100-000-8560-001 State Lottery - Prior Year Unrestricted	1,534	0	0
6300-000-8560 State Lottery - CY Restricted	14,356	14,356	14,356
6300-000-8560-001 State Lottery Restricted Adjustment	1,740	0	0
Various-8590 Star/CAHSEE Testing Revenue	835	835	835
Various-8590-001 Star/CAHSEE Testing Revenue	714	0	0
TOTALS	121,989	118,001	118,001
Other Local Revenues			
0000-000-8660 Interest	3,100	3,224	3,366
0000-000-8699 All other local revenue	8,000	8,240	8,487
0000-000-8699 Microsoft Voucher Funds	16,047	0	0
TOTALS	27,147	11,464	11,853
TOTAL REVENUE	\$3,543,817	\$3,747,746	\$3,944,177

**PACIFIC VIEW CHARTER SCHOOL
MULTI-YEAR PROJECTION
2014-2017 Proposed/Adopted Budget**

EXPENDITURES		2014-15	2015-16	2016-17
		18.5	18.5	18.5
<i>Certificated Salaries</i>				
1000-1999		1,460,501	1,518,921	1,579,678
Teacher salaries based on 15.5 FTE				
Admin Salaries 3.0 FTE				
<i>Classified Salaries</i>				
2000-2999		344,068	357,831	372,144
Support staff & office salaries 5.0 FTE				
Admin Salaries 1.0 FTE				
<i>Employee Fringes</i>				
3111/3211 STRS		124,081	134,880	140,275
3212 PERS		40,312	42,117	43,801
3311/3312 Social Security		24,642	22,186	23,073
3321/3322 Medicare		28,365	27,213	28,301
3401/3402 Health & Welfare Benefits		163,238	184,798	218,277
3501/3502 Unemployment Insurance		41,293	41,292	42,531
3601/3602 Workman's Compensation Ins.		35,338	37,347	38,841
TOTALS		457,269	489,832	535,101
<i>Books and Supplies</i>				
4000-4999		141,004	145,234	149,591
<i>Services, Other Operating Expense</i>				
5000-5999		1,111,732	1,145,084	1,179,436
conferences, mileage, dues & memberships, insurance, gas & electricity, irrigation, trash, pest control, contracted				
cleaning services, leases, maintenance agreements, grounds & repairs, equipment leases, bank expenses,				
contracted services, bottled water, employment services, security services, charter buses, software licensing,				
print shop services, SDCOE systems, oversight fee, payroll services, legal expenses, advertising, telephones &				
cell phones, postage, internet costs				
<i>Other Outgo</i>		0	0	0
<i>Direct Support/Indirect Costs</i>		0	0	0
TOTAL EXPENDITURES		\$3,514,574	\$3,656,902	\$3,815,950

8.4



Learning Management System

ENTERPRISE EDITION

Sales Order for:

Pacific View Charter School

Pacific View Charter School -

3670 OCEAN RANCH BLVD.

Oceanside, CA 92056

Stephanie Herco

Account Executive

sherco@schoology.com

2122138333

Schoology, Inc.

115 W. 30th St., 10th Floor

New York, NY 10001

www.schoology.com

Introduction

Schoolology proposes to work closely with Pacific View Charter School to implement a digital learning environment that promotes learning, communication, and collaboration inside and outside of the classroom.

Schoolology is a dynamic, user-centric learning management solution that adjusts to any educational environment. Schoolology's versatility derives from three key components: learning management, enhanced communication, and third-party integration. Using Schoolology's engaging tools, educators can create custom courses, pace students individually, and differentiate instruction. Schoolology also facilitates improvement by providing educators access to globally shared resources. Finally, Schoolology seamlessly integrates third-party software via its advanced API. This award-winning, comprehensive approach ensures engagement and magnifies achievement worldwide.

After launching in 2009, Schoolology is now in more than 25,000 schools and organizations across more than 132 countries worldwide. Schoolology is transforming learning by making academic improvement more accessible. Thousands of schools around the world are working together to engage students more effectively, and this is just the beginning.

Enterprise Subscription

Schoolology offers a complete cloud-based solution. All hardware, database, and maintenance costs are included in the pricing. Pacific View Charter School will **not** incur costs associated with system upgrades or releases that improve the current features.

1. LDAP/Single Sign-On (SSO) Integration

Schoolology will make available a SSO script that can be used to establish SSO with third party applications and directories. This will mean that all users will be able to use their school assigned username and password to access the Schoolology environment. Pacific View Charter School will still maintain all usernames, passwords, user groups, roles, and account names locally.

2. Advanced User Management

Pacific View Charter School will have access to Schoolology's Advanced User Management Interface which allows administrators to manage user roles, permissions, privacy, and overall system settings. This also affords administrators the ability to bulk-add users either using import files or, for more advanced users, programmatically via our REST API.

3. Enterprise Management Interface

Pacific View Charter School will be able to create multiple buildings using the Enterprise Management Interface. Administrators can organize users into individual buildings, and they can designate different users as administrators. The system administrator is able to then manage all users and schools from the main parent account while certain administrators will be responsible for a particular group of users across different buildings.

4. School Site Branding

Schoolology will provide custom branding services to the Schoolology interface for Pacific View Charter School. Schoolology will brand the top banner and links with Pacific View Charter School's desired color scheme, and Schoolology will also replace the Schoolology logo with Pacific View Charter School's organization logo. In addition, Pacific View Charter School will receive domain customization (e.g. lms.schoolname.org) or subdomain customization (e.g. schoolname.schoolology.com).

5. Support Services

Schoolology offers two levels of support:

- a. The first level is community-based support that is available to all administrators and instructors via a "Feedback/Support" button located in the dropdown menu in the upper right corner of Schoolology. Community support is helpful for finding frequently asked questions and for posting new ideas. As part of your support management practices, you may choose to recommend this level of support for teachers and other staff or faculty at your school.
- b. The second level is dedicated support. As an enterprise client you have access to our dedicated support. You may choose up to three (3) dedicated support contacts from your school/district, whose role is to relay any questions, concerns or ideas to the Schoolology team. These three (3) main support contacts can contact Schoolology by:
 1. Phone: Support contacts may contact a Schoolology representative by using a support code listed in the "Feedback/Support" button (only visible to support contacts).
 2. Email: Support contacts may email a Schoolology representative by emailing help@schoolology.com.

3. Ticketing System: Support contacts may create their own support tickets by going directly to support.schoolology.com.

Services

After we have received Pacific View Charter School's signed Sales Order, Pacific View Charter School's a dedicated Client Success Specialist will send an Implementation Verification Document to verify information and gather some additional account information. Upon receiving the verification document, the Client Success Specialist will schedule a kickoff call to begin the implementation process. During the kickoff call, the Client Success Specialist will review all of the initial setup steps that Pacific View Charter School will need to get started, as well as address any potential questions or needs that Pacific View Charter School might require.

After the kickoff call, Pacific View Charter School will have access to Schoolology's consulting services, which includes check-in calls and support during implementation. During this process, we establish milestones for your Enterprise Subscription system configuration, and product training. Schoolology will provide continual support throughout the implementation process through our dedicated Client Success Specialists and tiered support system.

6. Implementation

After the kickoff call, the Success Specialist will provide a launch pack that serves as a resource guide for setting up the Schoolology system. Pacific View Charter School's Client Success Specialist will assist you in the configuration of your system. Items included in your implementation are basic account creation/management, system settings, branding and consulting around the overall implementation strategy.

In addition to the base implementation you also have the following options available:

- Data Population using SFTP or one of our existing SIS Integrations
- User logins using LDAP, Google SSO or Remote Authentication

7. Train-the-Trainer Web Delivered

Schoolology offers web delivered product training to Pacific View Charter School's support staff via a train-the-trainer approach. Our web training is setup for a maximum of 15 attendees and we recommend holding them in a computer lab with a projector and speaker phone. Most sessions are one to two hours in length and it helps to have a moderator present for questions. This type of training is often utilized mid-year to provide additional support on intermediate and/or advanced features. The Schoolology Professional Development team will work with project leaders in advance to determine the most effective outline for the web training and will work towards catering to specific client requests.

Master Services Agreement

By accepting this Sales Order, you are agreeing to the terms of the Schoolology Master Subscription Agreement, which is located here:

[https://dl.dropboxusercontent.com/u/64457365/Schoolology%20MSA%2020130411.](https://dl.dropboxusercontent.com/u/64457365/Schoolology%20MSA%2020130411.pdf)

pdf

Attached

SUBSCRIBER NAME:

Pacific View Charter School

Signature:

Gina Campbell 2/2/15

Printed Name:

Gina Campbell

Title:

Executive Director

Date:

2/2/15

WEB-BASED LEARNING MANAGEMENT SYSTEM SUBSCRIPTION AGREEMENT

THIS SUBSCRIPTION AGREEMENT (this “Agreement”) sets forth the terms and conditions pursuant to which Schoology, Inc. (“Schoology”) provides its end user subscribers (each, a “Subscriber”) with access to Schoology’s proprietary learning management system and secure academic social network more particularly described on Schoology’s website located at www.schoology.com (the “Schoology System”). This Agreement is incorporated into and governs each sales order that Schoology offers to its Subscribers (each, the “Sales Order”). Acceptance of the Sales Order or Subscriber’s use of or access to the Schoology System shall constitute Subscriber’s unconditional acceptance of this Agreement. This Agreement shall be effective upon the earlier of the date of Subscriber’s acceptance of the Sales Order or the date of Subscriber’s first use of or access to the Schoology System (the “Effective Date”).

1. **Grant of License; Subscription.** Schoology hereby grants to Subscriber a limited license to access and use the Schoology System during the term specified in the Sales Order, including any renewals thereof (the “Term”). Subscriber hereby accepts the subscription to the Schoology System more particularly described in the Sales Order (the “Subscription”).

2. **Billing and Payment.** Subscriber agrees to pay the fees for the Subscription to the Schoology System in accordance with the payment terms set forth in the Sales Order. Schoology will send an invoice to Subscriber, and Subscriber shall pay the amount due within 30 days of the invoice date by mailing a check or depositing the amount due via wire transfer (in which case Subscriber must contact Schoology at billing@schoology.com for wire transfer instructions). If Subscriber overestimated usage, Schoology shall not be obligated to refund any fees paid hereunder. If, however, Subscriber uses more than the number of Subscribers originally estimated and paid for, Schoology may submit an amended invoice for the amount of such excess usage, and Subscriber agrees to pay the variance within 30 days of the invoice date. Except to the extent fixed in the Sales Order, Schoology’s Subscription fee is subject to change by Schoology without notice and in its sole discretion. Subscriber shall be solely responsible for any personal property taxes or local licensing fees resulting from Subscriber’s Subscription or in connection with Schoology’s delivery of Schoology System under this Agreement.

3. **Ownership.** The Schoology System is owned and copyrighted by Schoology and offered through a subscription, not sold, to Subscriber. All right, title, and interest in and to all images, source code, updates, enhancements, modifications, and improvements contained in or related to the Schoology System, along with all intellectual property rights related thereto, shall remain with Schoology, regardless of the source giving rise to the intellectual property and despite any modifications or adaptations made for the benefit of Subscriber. The “Schoology” trademark is protected by United States and international trademark laws and treaties, as well as other intellectual property laws. Subscriber is not granted any license to use any of Schoology’s trade or service marks and Schoology retains all right, title, and interest in its trade and service marks. Subscriber agrees that Schoology may use, without restriction or royalty obligation, any comments, suggestions or contributions provided by Subscriber with respect to the Schoology System during the course of Subscriber’s use of the Schoology System. Subscriber hereby grants and assigns to Schoology any intellectual property rights that Subscriber may incidentally obtain or have with respect to any such comments, suggestions or contributions.

4. **Confidential Information.** Subscriber acknowledges that all underlying ideas, algorithms, item calibrations, test scripts, concepts, procedures, processes, principles, know-how, and methods of operation that comprise the Schoology System, including updates, enhancements, modifications, and improvements are confidential and contain trade secrets (collectively, “Confidential Information”), and Subscriber will respect such confidentiality, and shall keep all Confidential Information confidential.

Subscriber agrees not to use, disclose, or distribute any Confidential Information, directly or indirectly, without the prior written consent of Schoology, except that Schoology authorizes Subscriber to disclose Confidential Information to Subscriber's employees or agents who have signed written confidentiality and nondisclosure agreements before such disclosure.

5. **Subscriber Information.** Subscriber hereby permits Schoology to use information regarding its schools or district (other than student information) to perform its obligations hereunder and to be used and disclosed to internal and external researchers and other third parties that have executed confidentiality agreements. However, Schoology shall seek permission from Subscriber before including such information that is identifiable to the school or district in any publication.

6. **Renewals; Termination.** Unless otherwise specified in the Sales Order: (a) the Term shall automatically renew for 1 year periods, unless Subscriber provides 30 days' written notice to Schoology prior to such renewal, and (b) Subscriber may terminate this Agreement before the end of the applicable Term by providing written notification to Schoology. Schoology may terminate this Agreement in the event Subscriber commits a breach hereof and fails to cure such breach within 30 days from written notice thereof. Upon the termination or expiration of this Agreement for any reason, Schoology will be under no obligation to refund any fees paid by Subscriber for the Schoology System and Schoology shall, for a period of 30 days following such termination or expiration, maintain student information and permit Subscriber with access to such data, in Schoology-augmented reporting form, including norms and learning statements. The parties agree that Sections 2-4 and 9-13 shall survive any termination or expiration of this Agreement.

7. **Support & Maintenance.** Schoology may, from time to time, provide to Subscriber updates, enhancements, modifications, improvements in and to the Schoology System which shall all be subject to the terms and conditions of this Agreement. Schoology has system maintenance periods throughout the year that will affect Subscriber's ability to interact with the Schoology System. Schoology will use commercially reasonable efforts to notify Subscriber in advance of any disruptions.

8. **Limited Warranty.** Schoology warrants to Subscriber that: (a) Schoology will comply with all applicable laws, rules and regulations, and (b) the Schoology System will perform substantially in accordance with its specifications. In the event the Schoology System fails to conform to these warranties, Schoology will use its best efforts to correct the Schoology System. If Schoology is unable to correct the error after using its best efforts, Schoology will refund the unused Subscription fees paid by Subscriber, as depreciated over the Term on a straight line basis, and terminate this Agreement. The limited warranties provided in this Section are void if the failure of Schoology System results from (x) use of the Schoology System in connection with software or hardware not compatible with the Schoology System or not meeting the technical specifications provided by Schoology; (y) improper or inadequate maintenance of Subscriber's equipment or software; or (z) inadequate Internet connectivity or bandwidth. Subscriber is responsible for the results obtained and decisions made from its use of the Schoology System. The Schoology System may include open source software components and use of such components may be subject to additional terms and conditions.

9. **Disclaimer.** EXCEPT FOR THE EXPRESS LIMITED WARRANTIES PROVIDED IN SECTION 8, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SCHOLOGY SYSTEM IS PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, QUALITY, PRODUCTIVENESS OR CAPACITY, OR THAT THE OPERATION OF THE SOFTWARE INCLUDED WITHIN THE SCHOLOGY SYSTEM WILL BE ERROR FREE. EXCEPT AS PROVIDED HEREIN, THE ENTIRE RISK AND LIABILITY ARISING OUT OF THE USE OF THE SCHOLOGY SYSTEM REMAINS WITH SUBSCRIBER, INCLUDING, BUT NOT LIMITED TO, WHEN SUBSCRIBER'S PRACTICES ARE INCONSISTENT WITH *THE STANDARDS FOR*

EDUCATIONAL AND PSYCHOLOGICAL TESTING (1999) BY THE AMERICAN EDUCATIONAL RESEARCH ASSOCIATION. WITHOUT LIMITING THE FOREGOING, THERE IS NO WARRANTY FOR PERFORMANCE ISSUES (A) CAUSED BY FACTORS OUTSIDE OF SCHOOLGY'S REASONABLE CONTROL; OR (B) THAT RESULTED FROM ANY ACTION OR INACTION OF SUBSCRIBER OR SUBSCRIBER'S THIRD PARTIES; OR (C) RESULTING FROM SCHEDULED MAINTENANCE PERIODS.

10. **Additional Disclaimer.** SCHOOLGY DOES NOT AND CANNOT CONTROL PERFORMANCE OF THE SCHOOLGY SYSTEM BASED ON THE FLOW OF DATA TO OR FROM SCHOOLGY'S NETWORK AND OTHER PORTIONS OF THE INTERNET, WHICH DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT SUBSCRIBER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH SCHOOLGY WILL USE COMMERCIALY REASONABLE EFFORTS TO REMEDY AND AVOID SUCH EVENTS, SCHOOLGY CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, SCHOOLGY DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

11. **Limitation.** THE REMEDIES PROVIDED UNDER THE LIMITED WARRANTY ARE SUBSCRIBER'S SOLE AND EXCLUSIVE REMEDIES FOR ANY VIOLATION OF THIS AGREEMENT. EXCEPT TO THE EXTENT THE FOLLOWING LIABILITY LIMITATION IS PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL SCHOOLGY, ITS DEVELOPERS, OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES OR EXPENSES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST OPPORTUNITY, LOST SAVINGS, LOSS OF GOODWILL, LOST BUSINESS, LOSS OF ANTICIPATED BENEFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF OR DAMAGE TO DATA, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER DIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL DAMAGES, OR PECUNIARY LOSSES, WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF THE USE OF OR INABILITY TO USE THE SCHOOLGY SYSTEM, EVEN IF SCHOOLGY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, SCHOOLGY'S, ITS DEVELOPERS' AND ITS SUPPLIERS' ENTIRE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY SUBSCRIBER FOR THE RIGHT TO USE THE SCHOOLGY SYSTEM IN THE TWELVE (12) MONTHS PRECEDING THE INCIDENT GIVING RISE TO LIABILITY.

12. **Indemnification.** Subscriber agrees to indemnify, defend and hold harmless Schoology and Schoology's officers, directors, employees, agents, and representatives, from and against any and all claims, damages, expenses, judgments, fines, and amounts paid in settlement in connection with any proceeding arising from Subscriber's breach of this Agreement or its use of the Schoology System.

13. **Miscellaneous**

13.1 **Publicity.** Subscriber consents to Schoology's use and/or references to Subscriber's name, directly or indirectly, in Schoology's marketing and training materials. Subscriber may not use Schoology's name or trademark without Schoology's prior written consent

13.2 **No Disassembly.** Subscriber shall not modify, adapt, translate, reverse engineer, decompile, or disassemble the Schoology System or any software consisting thereof.

13.3 **Force Majeure.** Neither party shall be liable for any delay or failure to perform any obligation hereunder due to causes beyond its control, including without limitation, war, riot, insurrection, civil commotion, terrorist activity, fire, industrial disputes of whatever nature, acts of nature, computer

crimes, epidemics, acts or omissions of third party vendors or suppliers, equipment failures, public enemies of government, failure of telecommunications, system malfunctions, fire, or other casualty.

13.4 **Waiver and Severability.** Waiver of any default or breach under this Agreement by Schoology does not constitute a waiver of any subsequent default or a modification of any other provisions of this Agreement. If any part of this Agreement shall be held invalid, illegal, in conflict with any law, or otherwise unenforceable by a court of competent jurisdiction, the remainder of this Agreement will nevertheless remain in full force and effect.

13.5 **No Third Party Beneficiaries.** The parties do not intend to confer any right or remedy on any third party.

13.6 **Entire Agreement.** This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement.

13.7 **Assignment.** Subscriber may not assign this Agreement to any third party without the prior written consent of the Schoology. Any such purported assignment shall be null and void. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, and permitted assigns, if any.

13.8 **Notices.** Any notice required under this Agreement shall be in writing and effective when (a) delivered personally against receipt, (b) deposited in the mail and registered or certified with return receipt requested, postage prepaid, (c) shipped by a recognized courier service and addressed to either party as designated in this Agreement, (d) delivered by email to an email address designated by the recipient, or (e) delivered via any of the foregoing at the addresses specified in the Sales Order or such other address as may be provided by the recipient in accordance with this Section.

13.9 **Controlling Law and Venue.** This Agreement shall be construed and controlled by the laws of the State of New York, U.S.A., without giving effect to principles of conflict of laws. The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed and shall not apply to this Agreement. Courts located in New York, New York shall be the exclusive forum for any litigation arising out of this Agreement. Subscriber hereby waives any objections to venue, personal jurisdiction, or forum non conveniens.

13.10 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and the counterparts shall together constitute one and the same instrument, notwithstanding that all of the parties are not signatory to a single original or the same counterpart. The parties may also deliver and accept facsimile or electronically scanned signatures, which shall be binding upon the parties as if the signature were an original.

13.11 **Independent Contractor.** The parties are acting and shall act as independent contractors. Neither party is, nor will be deemed to be, an agent, legal representative, joint venturer or partner of the other party for any purpose. Neither party will be entitled to (a) enter into any contracts in the name of or on behalf of the other party; (b) pledge the credit of the other party in any way or hold itself out as having authority to do so; or (c) make commitments or incur any charges or expenses for or in the name of the other party. Neither party's personnel are, nor shall they be deemed to be at any time during the term of this Agreement, employees of the other party.

Enterprise Cost Summary

Exhibit A – Pricing

Contract Start Date: **July 1, 2015**
 Contract End Date: **June 30, 2016**
 Enrollment: **453**

Enterprise Subscription

Description	Price/Rate	Quantity	Discount %	Discount \$	Subtotal
Flat Rate Enterprise Subscription	\$5,000.00	1			\$5,000.00
					\$5,000.00

Enterprise Services

Description	Price/Rate	Quantity	Discount %	Discount \$	Subtotal
Implementation - T2 - Flat Rate	\$2,000.00	1			\$2,000.00
Web Delivered Training	\$150.00	8			\$1,200.00
					\$3,200.00

Grand Total: **US \$8,200.00**

The initial payment is due 30 days after the invoice date. All renewal subscriptions are invoiced 30 days prior to the start of the new term. Payment for renewal subscriptions must be received within 10 business days after the start of a new term.

This Sales Order is valid until March 28, 2015.

Thank you for your business!

8.5

PACIFIC VIEW CHARTER SCHOOL

Board of Trustees Meeting
February 17, 2015

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
California State University San Marcos	2 Sixteen bay laptop charging stations	Estimated value \$750.00
	TOTAL VALUE	\$750.00

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

8.6

EXECUTIVE DIRECTOR'S 2014-15 MID-YEAR REPORT

Leadership

Replicate PVCS's exceptional learning model to a second location outside of San Diego County

- Administration recently visited and investigated building locations and leases in the Moreno Valley area. Lease cost are low compared to San Diego and it was determined an industrial building would fit the square footage and atmosphere for a new satellite.
- Moreno Valley area is prime location to serve at risk high students.
- Satellite, not a new charter would be the most effective avenue to pursue.
- Satellite implementation planning schedule are being developed and discussed in Advisory.
- Satellite is scheduled to open on August 1st.

Prepare for WASC visit in Fall 2015

- Hired a consultant to assist in the WASC process.
- Meetings will continue with the WASC consultant through July which is the target date for the completion of the report.

Investigate warehouse to classroom conversion construction project and e-occupancy reclassification of upper room in Suite 3664

- Reclassification of upper Suite 3664 will require architectural plan preparation. Change will be made on warehouse to classroom conversion plans.
- Investigating Architectural quotes to prepare plans versus design build quotes.
- Suite 3678 is the best layout for a Gym dependent on the receipt of P. E. Grant funds.
- Suite 3680 is the best layout for a Classroom.
- Suite 3682 investigating tutoring/counseling room with private entrance.

Maintain sound fiscal policies and a balanced budget in alignment with Local Control Accountability Plan annual goals, actions and services

- Budget sustains generally accepted minimum of 3% reserve, deferred maintenance funds for building and a positive ending balance for the 2014/15 school year and 2 subsequent years.
- 2014/15 budget was prepared with specific sub-resource account strings to isolate LCAP/LCFF Supplemental and Concentration grant funds.
- 2014/15 budget and expenditures are specific to the school's developed LCAP annual goals, actions and services.

Investigate availability and qualifications for state, local and community grants, entitlements and donations

- Preparing for the 2015 Chargers Champions Grant application to be released in March.
- Application completed for Education Technology K-12 Voucher Program. Funds allocated and partially spent for new hardware.

Review and update Website and multiple Social Media marketing options, including but not limited to, Facebook, YouTube, Google+, Instagram, Twitter, and YELP to reach a larger population and increase parent/student participation.

- We continue to have an active presence in Social Media - Facebook, Instagram, Twitter, YouTube, Google+ and Yelp.
- Social Media is used to distribute all student activity information.
- We have created and embedded “how-to” enrollment videos into our website.
- Our website is maintained and updated to maintain compatibility with all accessible devices - tablets, smart phones, laptops and desktop formats.
- Our website has been linked with the websites of the Carlsbad, Oceanside, San Marcos, and Vista Chamber of Commerces.
- We are using Google Adworks to increase our enrollment marketing.

Goal 1: Students have access to standards aligned instructional resources and materials needed for learning.

- 100% of students will have access to credentialled, highly qualified teacher (HQT). All of our teachers possess current, valid credentials and are highly qualified teachers (HQT) in their credential subject area.

100% of students will have access to standards aligned curriculum & instructional materials.

- English courses have been aligned to CCSS for ELA
- Math courses are CCSS aligned with a shift to the integrated math pathway in the 2015-2016 school year.
- Science courses are being reviewed and aligned to NGSS with an eye on the future
- Social Science courses have incorporated the CCSS for reading and writing across the curriculum

All students will receive instruction in facilities that are safe, secure, clean and well maintained

- We have completed a project to expedite access to lockdown areas.
- The San Diego County Sheriff's Department Terrorism Early Warning Unit has installed The Cops Rapid Navigation for Emergency Response (CoRNER) system throughout the school.
- Lockdown, earthquake, and fire drills are routinely performed on our campus
- The exterior of the entire facility is scheduled to be painted in 2015
- A three year carpet replacement project has commenced.
- A school-wide energy-saving lighting upgrade was completed.
- Annual hazard assessment and roof inspections were conducted.
- HVAC and Fire Alarm systems are inspected and serviced on a quarterly basis.

Goal 2: Professional Development focused on Common Core State Standards ELA and ELD Standards.

Students will receive instructional access by teachers who are participating in CCSS ELA/ELD Framework training.

Provide additional academic intervention course and web based resources for EL students as needed

- Grade 6-8 academic support class began at the start of the school year to assist students with the curriculum.
- All teachers are receiving training from SDCOE Digital Solutions to embed digital supports into the curriculum to assist students with reading comprehension and vocabulary.

EL students will improve by one performance level annually as identified via CELDT

- Data analysis is in progress.
- The CELDT test was administered in November and continues to be administered to new enrollees.
- Results from 2014-2015 assessments will be compared with those of 2013-2014.

Continue to reclassify English Learners

- Reclassification process is in place and results of 2014-2015 assessments are being evaluated to determine which students are eligible for reclassification.

Goal 3: All teachers will participate in Professional Development to enhance their instructional practice and focus on 21st century instruction and learning.

Students are instructed by teachers, who engage in a variety of Professional Development trainings to enhance 21st century instruction and core content.

- One teacher has completed the Leading Edge Certification program at SDCOE, and another teacher has just begun the program.
- All staff members are participating in the Digital Solutions trainings. We have completed two trainings to date and have two more scheduled.

Using RTI, identify low performing students for academic intervention. Provide every student with an individualized learning plan with growth targets and monitor for progress

- 100% of incoming students are assessed in Math and Reading.
- Placement in appropriate curriculum and intervention courses occurs upon completion of the intro packet.
- Supervisory teachers continue to work one-on-one with students to develop goals. Instruction is modified to meet the needs of each student.

Students with disabilities will meet annual IEP Goals

- All students with an IEP meet annually to review goals and establish new goals.

Goal 4: Students will meet or exceed expectations by the Common Core State Standards.

- English courses have been aligned to CCSS for ELA
- Math courses are CCSS aligned with a shift to the integrated math pathway in the 2015-2016 school year.
- Science courses are being reviewed and aligned to NGSS with an eye on the future
- Social Science courses have incorporated the CCSS for reading and writing across the curriculum
- 2014-15 CAASPP (ELA & Math) assessment results will serve to establish a baseline.

Implement Common Core Aligned benchmark assessments for all students in ELA & Math.

- All students in grades 3-8, 11 will take the SBAC in Math and ELA in Spring 2015.

Goal 5: Increase supplemental resources, and technology to support academic success.

Students will have increased access to supplemental materials such as non-fiction texts and computer-based instructional programs

- New English classes (grades 9-12) have been redesigned to incorporate non-fiction texts.
- Revisions of courses in all disciplines focus on CCSS reading and writing standards.
- New computer programming class to launch in HS 2015-2016
- Students in grades K-5 participate in computer coding activities using curriculum from Code.org in enrichment classes

Implement 1:1 laptops for Grades 6-8

- All students in grades 6-8 have been issued laptops and bring them to class
- Program will be expanded to 9th grade students for 2015-16 school year

Goal 6: Students will graduate on time and ready for College and Career.

75% of 10th grade students will pass CAHSEE ELA & Math.

- Results have not been received as of this date

Increase passing rate for credit deficient students by 5%

- Results have not been received as of this date

100% of 11th grade students will take the CAASPP ELA/Math for EAP

- All of these testing goals are ongoing

Host annual College Application & Financial Aid Workshop

- February 4, 2015

Goal 7: Continue to implement the systematic operation tool to support data-driven decision making.

Collect, disaggregate, analyze and develop longitudinal student /data reports

- Supervisory teachers are collecting and recording Star Enterprise results in Math and Reading onto their RTI charts and monitoring student progress.
- Schoolwide reports will then be created at the end of the year for analysis.

Goal 8: Increase resources and services to students and parents to ensure student engagement, school connectedness and positive school culture.

Students will have access to an increased number of counselors & mental health providers who will support individualized student needs.

- Two counselors from Palomar Family Counseling are providing onsite therapy to students who have been identified by their teachers as needing assistance.

Increase prevention programs to address behavioral concerns

- Behavioral concerns continue to be addressed in IEP or SST team meetings where student, parent, teacher, and administration can develop strategies to encourage positive behaviors.

Maintain ADA at 96%

- Achieved a 98% ADA at the end of P1

Students & parents will provide feedback on school safety, connectedness and motivation

- Safety Committee to create survey questions and forward to Gayl for inclusion in Student Survey.

Goal 9: Increase parent involvement workshops, activities, and parent input in decision making.

Develop parent engagement opportunities through a variety of input opportunities

- Focus groups are scheduled to meet in the Spring

8.7

Pacific View Charter School
School Wide Learner Outcomes

Critical Thinkers who:

- ✚ Apply, analyze, identify, synthesize and evaluate information and experiences.
- ✚ Connect the skills and content learned across the curriculum and evaluate multiple points of view.
- ✚ Use the **Inquiry Process** to address a problem, hypothesize, analyze, and draw conclusions as they investigate an issue/problem.
- ✚ Utilize Problem-solving techniques during conflict resolution and to compromise.

Effective Communicators who:

- ✚ Demonstrate effective oral and written communication skills through the use of academic language at school, with peers and in the community.
- ✚ Listen with understanding and interpret effectively
- ✚ Collaborate, work effectively, and manage interpersonal relationships within diverse groups and settings.

21st Century Scholars who:

- ✚ Use technology effectively to access, organize, research and present information.
- ✚ Demonstrate the ability to integrate technology as an effective tool in their daily lives.
- ✚ Have developed an academic plan with goals to guide them in their pursuit towards a college degree and/or career choices (planning).
- ✚ Have a clear understanding of the UC A-G Course Requirements and the pathway to meet college eligibility requirements.

Socially Responsible Global Citizens who:

- ✚ Embrace and respect cultural diversity through the understanding of our global society.
- ✚ Will contribute to the improvement of their school and local community by maximizing learning and creating future educational goals.
- ✚ Demonstrate knowledge of proper nutrition, exercise and physical health and its impact on daily life.

8.8

Estimate
20-26 MPG
15.3 Gal Tank



10-YEAR/100,000-MILE LIMITED POWERTRAIN WARRANTY
5-YEAR/60,000-MILE LIMITED BASIC WARRANTY
5-YEAR/100,000-MILE LIMITED ANTI-PERFORATION WARRANTY
*5-YEAR/60,000-MILE 24-HOUR ROADSIDE ASSISTANCE**

Vehicle Purchase Worksheet

Customer Name: Pacific View Charter School

Proposed Vendor: Weseloh Kia Carlsbad

Vehicle Type: 2015 Kia Sportage Lx

Purchase Details: 2012 Kia Soul Trade-In

\$3,000.00 down payment

Estimated Cost: 20,959.00

Estimated Monthly Payment: \$340.90

Loan Duration: 60 month

First Payment: 04/01/2015

Vehicle Usage:

1. Marketing – Pacific View Charter School Design
2. Field Trips
3. College Trips
4. Satellite Transportation
5. Executive Director daily transportation and other employee's transportation for workshops and conferences

Pacific View Charter School								
Automobile Marketing Expense Accounting								
		Estimated	Estimated	Estimated	Gallons per	Estimated		
Miles	Items	Service	Monthly	Miles	Tank 15.3*	Price per	Gasoline	Annual
	Serviced	Cost	Payment	per tank	8.53 tanks	Gallon	Costs	Total Cost
3,000	1	0.00	340.90	351.9	130.43	\$3.00		
6,000	12	39.99	340.90	351.9	130.43	\$3.00		
9,000	6	29.99	340.90	351.9	130.43	\$3.00		
12,000	12	39.99	340.90	351.9	130.43	\$3.00		
15,000	2	0.00	340.90	351.9	130.43	\$3.00		
18,000	17	49.99	340.90	351.9	130.43	\$3.00		
21,000	3	19.99	340.90	351.9	130.43	\$3.00		
24,000	12	39.99	340.90	351.9	130.43	\$3.00		
27,000	6	0.00	340.90	351.9	130.43	\$3.00		
30,000	16	49.99	340.90	351.9	130.43	\$3.00		
33,000	1	9.99	340.90	351.9	130.43	\$3.00		
36,000	17	49.99	340.90	351.9	130.43	\$3.00		
		\$329.91	\$4,090.80		1565.16		\$4,695.49	\$9,116.20
39,000	2	0.00	340.90	351.9	130.43	\$4.00		
42,000	14	39.99	340.90	351.9	130.43	\$4.00		
45,000	7	24.99	340.90	351.9	130.43	\$4.00		
48,000	12	39.99	340.90	351.9	130.43	\$4.00		
51,000	1	0.00	340.90	351.9	130.43	\$4.00		
54,000	17	49.99	340.90	351.9	130.43	\$4.00		
57,000	1	9.99	340.90	351.9	130.43	\$4.00		
60,000	18	49.99	340.90	351.9	130.43	\$4.00		
63,000	8	0.00	340.90	351.9	130.43	\$4.00		
66,000	12	39.99	340.90	351.9	130.43	\$4.00		
69,000	1	9.99	340.90	351.9	130.43	\$4.00		
72,000	17	49.99	340.90	351.9	130.43	\$4.00		
		\$314.91	\$4,090.80		1565.16		\$6,260.64	\$10,666.35

Miles	Items	Service	Estimated	Estimate Miles	Gallons per	Estimated	Gasoline	Annual
	Serviced	Estimated Price	Monthly Pa	per tank	Tank 15.3*	Price per ga	Costs	Total Cost
					8.53 tanks			
75,000	2	0.00	340.90	351.9	130.43	\$5.00		
78,000	13	39.99	340.90	351.9	130.43	\$5.00		
81,000	6	24.99	340.90	351.9	130.43	\$5.00		
84,000	14	39.99	340.90	351.9	130.43	\$5.00		
87,000	1	0.00	340.90	351.9	130.43	\$5.00		
90,000	21	59.99	340.90	351.9	130.43	\$5.00		
93,000	1	9.99	340.90	351.9	130.43	\$5.00		
96,000	12	39.99	340.90	351.9	130.43	\$5.00		
99,000	6	0.00	340.90	351.9	130.43	\$5.00		
102,000	12	39.99	340.90	351.9	130.43	\$5.00		
105,000	4	9.99	340.90	351.9	130.43	\$5.00		
108,000	17	49.99	340.90	351.9	130.43	\$5.00		
		\$314.91	\$4,090.80		1565.16		\$7,825.80	\$12,231.51
		\$959.73	\$12,272.40				\$18,781.93	\$32,014.06

8.9

SDCOE Uniform Complaint Quarterly Reports Database

Williams and Valenzuela Settlements

Change a Quarter Record

Select Another Date Back to Main Menu

Record
ID : 2092

District : 3731221

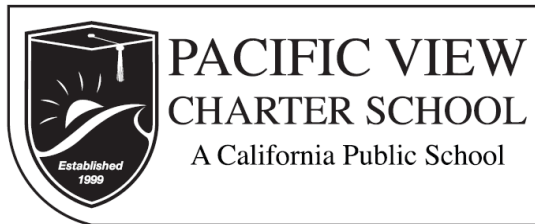
Quarter : 2014-15 2nd Qtr Oct-Dec

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

Submitted
By:

Title:

9.1



Certificated Position

Job Description: Lead Teacher Grades 9-12

Description of Position:

The Lead Teacher Grades 9-12 is directly responsible to the Executive Director. The Lead Teacher Grades 9-12 will assume responsibility for assisting Supervisory Teachers in curricular choices, monitor caseloads, perform monthly file checks, train new teachers, serve as team leader in implementing assessment testing, and serve as liaison to Advisory and Administration in general. Oversee an educational program for students in grades 9-12 or a combination thereof, and assist in other school programs as assigned based on a caseload determined by the Executive Director. Supervisory teacher job description attached.

Essential Duties and Responsibilities include but are not limited to the following:

- Act as liaison with Administration, as well as, attend instructionally related portion of the Advisory meeting.
- Advise Supervisory Teachers concerning appropriate curricular choices and field a variety of questions.
- Document and delegate SST, 504 responsibilities. Attend workshops and remain current on programs and information available to incorporate in the school's SST and 504 processes.
- Oversee, delegate and provide leadership for scholarship and financial aid.
- Chair collaborative meetings concerning Best Practices and available resources
- Chair Graduation Committee
- Manage and evaluate all high school transcripts
- Prepare report and provide guidance to the Executive Director and Advisory Team concerning state-of-the-art instructional theories, techniques and methodologies.
- Assist with standardized testing in close collaboration with the Director of Student Services and Director of Curriculum.
- Maintain knowledge of enrollment process, student policies, and instructional lab policies.
- Maintain thorough knowledge of the curriculum and appropriate modifications to meet student needs.
- Perform student file checks on grades 9-12th grade

- Perform and participate in a variety of certificated personnel matters, including annual performance evaluations, reprimands and dismissals of Supervisory Teachers.
- Prepare and update teacher training manual
- Respond to 9- 12th grade information requests
- Work collaboratively with Administration on assessment, test data, and response to intervention
- Other duties as assigned.

Requirements:

Education and Experience:

Valid California Teaching Credential.

Minimum of three years teaching experience and SST/504 experience preferred.

Knowledge, Skills, and Abilities (including tests):

An ability to plan, organize, write with clarity and correctness and work cooperatively with fellow employees, staff, administrators, and parents.

Physical Demands:

Dexterity of hands and fingers to operate a computer keyboard

Sitting or standing for extended periods of time

Hearing and speaking to exchange information and making presentations

Seeing to read a variety of materials

The amount of time for each activity varies depending on daily work load and priority schedules. Some days, sitting could occur more frequently, and on other days standing and walking could occur throughout the workday. May sit for prolonged time when completing projects; however standing breaks are encouraged. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

Work Environment:

School office environment

Constant interruptions

Evening or variable hours

Reasoning Ability:

Prioritize, organize, and multi task. Set appropriate goals, problem-solve, accept personal accountability for moving in the direction of the Executive Director's goals. Interpret, apply and explain rules, regulations, policies and procedures. Assist in the preparation of comprehensive narrative and statistical reports. Perform under demanding, often stressful and varied work schedules with the ability to remain flexible and focused with interruptions and distractions.

Work Year: 223 Days

Supervisor: Executive Director

Board Approved:



Certificated Position

Job Description: SUPERVISORY TEACHER

DESCRIPTION OF POSITION:

Provides an educational program for students in grades K-12 or a combination thereof, and assists in other school programs as assigned.

DUTIES:

1. Develop a Personalized Learning Plan encompassing the expected standards of each particular student's progress and communicating the expectation of high standards and learning goals.
2. Assess each student's academic and social growth, and communicate with parents on the individual student's progress.
3. Maintain professional competence through participation in in-service educational activities provided by the School and/or self-directed professional growth activities.
4. Meet with the K-5th grade student and parent every three weeks; the 6-8th grade every two weeks and the 9-12th grade every week to:
 - Collect, review, and grade work
 - Discuss the current work samples
 - Complete lesson plans for upcoming week
 - Complete attendance record
 - Distribute educational material when appropriate
 - Notify parents and students of school-related updates
5. Suggest appropriate instructional techniques that involve and motivate students.
6. Administer group standardized tests in accordance with state testing program.
7. Follow-up with students who are not meeting expectations and with students who require more challenging material through the Student Success Team Process (SST).
8. Become knowledgeable of the PVCS Menu of Services to provide students and parents additional support through PVCS and other community resources.

9. Be a contributing member of the staff and work as part of a team toward school goals.
10. Stay up-to-date on curriculum content and “best practices”.
11. May serve on at least one committee throughout the school year.
12. Supervise students on field trips.
13. Complete requisitions for instructional supplies as needed.
14. Other duties as assigned.

QUALIFICATION REQUIREMENTS:

A valid California Teaching Credential.

REASONING ABILITY:

Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

PHYSICAL DEMANDS:

Dexterity of hands and fingers to operate a computer keyboard.

Sitting or standing for extended periods of time.

Hearing and speaking to exchange information and making presentations.

Seeing to read a variety of materials.

Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

WORK ENVIRONMENT:

School office environment.

Constant interruptions.

Evening or variable hours.

WORK YEAR:

As per the salary schedule.

SUPERVISOR:

Lead Teacher

Board Approved: June 19, 2007

Amended: November 10, 2009
March 16, 2010
February 19, 2013

9.2



Certificated Position

Job Description: Lead Teacher Grades K-8

Description of Position:

The Lead Teacher Grades K-8 is directly responsible to the Executive Director. The Lead Teacher Grades K-8 will assume responsibility for assisting Supervisory Teachers in curricular choices, monitor caseloads, perform monthly file checks, train new teachers, serve as team leader in implementing assessment testing, and serve as liaison to Advisory and Administration in general. Oversee an educational program for students in grades K-8 and assist in other school programs as assigned based on a caseload determined by the Executive Director. Supervisory teacher job description attached.

Essential Duties and Responsibilities include but are not limited to the following:

- Act as liaison with Administration, as well as, attend instructionally related portion of the Advisory meeting.
- Advise Supervisory Teachers concerning appropriate curricular choices and field a variety of questions.
- Document and delegate SST, 504 responsibilities. Attend workshops and remain current on programs and information available to incorporate in the school's SST and 504 processes.
- Oversee, delegate and provide leadership for fundraisers and community outreach events.
- Chair collaborative meetings concerning Best Practices and available resources
- Prepare report and provide guidance to the Executive Director and Advisory Team concerning state-of-the-art instructional theories, techniques and methodologies.
- Assist with standardized testing in close collaboration with the Director Curriculum and Director of Student Services.
- Maintain knowledge of enrollment process, student policies, and instructional lab policies.
- Maintain thorough knowledge of the curriculum and appropriate modifications to meet student needs.
- Oversee the organization of school events and ensure appropriate rules are followed.
- Perform student file checks on grades Kindergarten through 8th grade
- Perform and participate in a variety of certificated personnel matters, including annual performance evaluations, reprimands and dismissals of Supervisory Teachers.
- Plan, organize, and facilitate student enrichment and intervention programs for grades K-8.
- Prepare and update teacher training manual.
- Chair the Marketing Committee.
- Respond to Kindergarten through 8th grade information requests.
- Work collaboratively with Administration on assessment, test data, and response to intervention
- Other duties as assigned.

Requirements:

Education and Experience:

Valid California Teaching Credential.

Minimum of three years teaching experience and SST/504 experience preferred.

Knowledge, Skills, and Abilities (including tests):

An ability to plan, organize, write with clarity and correctness. Work cooperatively with fellow employees, staff, administrators, and parents.

Physical Demands:

Dexterity of hands and fingers to operate a computer keyboard

Sitting or standing for extended periods of time

Hearing and speaking to exchange information and making presentations

Seeing to read a variety of materials

The amount of time for each activity varies depending on daily work load and priority schedules.

Some days, sitting could occur more frequently, and on other days standing and walking could occur throughout the workday. May sit for prolonged time when completing projects; however standing breaks are encouraged. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

Work Environment:

School office environment

Constant interruptions

Evening or variable hours

Reasoning Ability:

Prioritize, organize, and multi task. Set appropriate goals, problem-solve, accept personal accountability for moving in the direction of the Executive Director's goals. Interpret, apply and explain rules, regulations, policies and procedures. Assist in the preparation of comprehensive narrative and statistical reports. Perform under demanding, often stressful and varied work schedules with the ability to remain flexible and focused with interruptions and distractions.

Work Year: 192 Days

Supervisor: Executive Director

Board Approved:



Certificated Position

Job Description: SUPERVISORY TEACHER

DESCRIPTION OF POSITION:

Provides an educational program for students in grades K-12 or a combination thereof, and assists in other school programs as assigned.

DUTIES:

1. Develop a Personalized Learning Plan encompassing the expected standards of each particular student's progress and communicating the expectation of high standards and learning goals.
2. Assess each student's academic and social growth, and communicate with parents on the individual student's progress.
3. Maintain professional competence through participation in in-service educational activities provided by the School and/or self-directed professional growth activities.
4. Meet with the K-5th grade student and parent every three weeks; the 6-8th grade every two weeks and the 9-12th grade every week to:
 - Collect, review, and grade work
 - Discuss the current work samples
 - Complete lesson plans for upcoming week
 - Complete attendance record
 - Distribute educational material when appropriate
 - Notify parents and students of school-related updates
5. Suggest appropriate instructional techniques that involve and motivate students.
6. Administer group standardized tests in accordance with state testing program.
7. Follow-up with students who are not meeting expectations and with students who require more challenging material through the Student Success Team Process (SST).
8. Become knowledgeable of the PVCS Menu of Services to provide students and parents additional support through PVCS and other community resources.
9. Be a contributing member of the staff and work as part of a team toward school goals.
10. Stay up-to-date on curriculum content and "best practices".

11. May serve on at least one committee throughout the school year.
12. Supervise students on field trips.
13. Complete requisitions for instructional supplies as needed.
14. Other duties as assigned.

QUALIFICATION REQUIREMENTS:

A valid California Teaching Credential.

REASONING ABILITY:

Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

PHYSICAL DEMANDS:

Dexterity of hands and fingers to operate a computer keyboard.
Sitting or standing for extended periods of time.
Hearing and speaking to exchange information and making presentations.
Seeing to read a variety of materials. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

WORK ENVIRONMENT:

School office environment.
Constant interruptions.
Evening or variable hours.

WORK YEAR:

As per the salary schedule.

SUPERVISOR:

Lead Teacher

Board Approved: June 19, 2007

Amended: November 10, 2009
March 16, 2010
February 19, 2013

9.3



Confidential Classified – Job Description

Human Resources & Business Specialist

Description:

The Human Resources & Business Specialist is directly responsible to the Director of Central Office and Finance for a variety of complex accounting and statistical business office related functions. Areas of responsibility include, but are not limited to accounts payable, payroll, employee benefits, personnel, building maintenance and operations, registration, risk management, school safety, and other general business related functions of the school. The Human Resources & Business Specialist will be expected to attend board meetings.

Job Functions:

Essential:

- Prepare annual budget development documents and participate in adopting/working budget meetings.
- Work closely with Director of Central Office and Finance to maintain and update budget as directed.
- Maintain accounts payable information and records; maintain vendor master files, encode invoices for payment, verify validity of expenditures, and assure proper authorization.
- Prepare weekly warrant runs; auditing of accounts payable expenditures; prepare invoice data for computer input and actual invoicing.
- Collate and distribute accounts payable reports and warrants.
- Maintain inventory records, compile 1099 reports.
- Audit and Input journal entries, budget adjustments, and expenditure transfers.
- Coordinate information for reimbursable expense programs.
- Maintain employee in-service payment and trip conference files verify and audit expenses, and mileage claims.
- Support and be a Member of the Marketing Committee
- Oversee, review and maintain all areas of website and social media activities as assigned.
- Serve as Chair of the Safety Committee
- Document, process, and maintain payroll, leave, benefits, and personnel records and databases.
- Place recruitment postings and screen applicants for employment eligibility.
- Process new hires including benefits on-boarding.
- Coordinate Employee Benefits Open Enrollment, maintain employee benefits changes, reconcile monthly benefits vendor billings, and prepare annual IRS reporting for Cafeteria 125 account.
- Administration of School's COBRA benefits program.
- Prepare, update and maintain the school's Safety Operation Manuals.
- Maintain Material Safety Data Sheets (MSDS)

- Order and maintain emergency preparedness supplies and equipment, schedule and coordinate staff safety training, and perform monthly maintenance check on AED.
- Participate in the annual student registration process under the direct supervision of the Director of Central Office and Finance.
- Serve as Erate district liaison in the area of applications, submission and questions.
- Monitor and process risk management related issues as needed.
- Process employee and student injury reports.
- Prepare and enter new textbooks, process textbook fines and fees in the Textlink inventory system.
- Develop professional building maintenance contacts to maintain the infrastructure of the school's facilities including – HVAC, plumbing, electrical, and janitorial.
- Serve as School's representative for County's Payroll, Commercial Warrant, Worker's Compensation, Benefits, and Credentialing User's Groups.
- Attend SDCOE JPA Risk Management meetings and other meeting as assigned by Director of Central Office and Finance.
- Prepare miscellaneous reports; maintain meeting records, and perform a variety of high level accounting and statistical record keeping functions. Perform a variety of office assistance tasks; operate office and computer equipment.
- Reconcile all school bank statements.
- Work closely with Director of Central Office and Finance and outside consultants when necessary in processing and preparation of bid documents.

Other:

- Perform other duties as assigned by the Director of Central Office and Finance.
- Work toward team and school goals.

Requirements:

Education and Experience:

Any combination of education, training and/or experience, equivalent to an Associate's degree with emphasis in accounting, economics or finance or two years of experience-which include at least one year of payroll experience.

Knowledge, Skills, and Abilities:

Experience in use of technology for preparation and maintenance of accounting, data, and other business related information.

An Ability to plan, organize, write with clarity and correctness and work cooperatively with fellow employees, staff, administrators, and parents.

Perform a variety of difficult financial and statistical record keeping. Maintain complex, confidential or sensitive information and files. Perform in situations requiring specialized knowledge, using tact and good judgment.

Physical Demands:

Dexterity of hands and fingers to operate a computer keyboard.

Sitting or standing for extended periods of time.

Hearing and speaking to exchange information and making presentations.

Seeing to read a variety of materials.

Moderate physical exertion. Ability to lift 20 pounds maximum and carrying any object weighing up to 15 pounds.

The amount of time for each activity varies depending on daily work load and priority schedules. Some days, sitting could occur more frequently, and on other days standing and walking could occur throughout the workday. May sit for prolonged time when completing projects; however standing breaks are encouraged. *Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.*

Work Environment:

School office environment
Constant interruptions
Deadlines, meetings, and reports are constant
Evening or variable hours

License:

Possession of a valid California Driver's License issued by the Department of Motor Vehicles.

Supervisor:

Director of Central Office and Finance

Work Year: 237 Work Days

Board Approved: February 18, 2014