### **Pacific View Charter School**

### A California Public School and Nonprofit 501 (c) (3) Corporation 3670 Ocean Ranch Blvd., Oceanside, California 92056 Phone # (760) 757-0161 AGENDA Board of Trustees' Meeting – Tuesday, May 19, 2015 5:00pm

1.0	Call to Order/Roll Call	
2.0	<u>Approval of Agenda</u>	Action
3.0	<u>Pledge of Allegiance</u>	
4.0	Public Comment Closed Session	
5.0	<u>Closed Session</u> <b>5.1</b> Conference with Labor Negotiators (Gov.Code 54957.6) Agency designated representatives: Sandra Benson, Kira Fox	Action
6.0	<u>Report Out To Public Action Taken In Closed Session</u> 5.1	
7.0	Public Comment	
8.0	Introductions	
9.0	Executive Director's Report	Information
10.0	<u>Treasurer's Report Ending April 30, 2015</u>	Information

### 11.0 <u>Consent Calendar</u>

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.

 Minutes from Board Meeting of April 21, 2015
 Resolution 2015-16 (1) Resolution Designating Authorized Agent to Receive Mail and Pick Up Warrants at the County Office of Education
 Resolution 2015-16 (2) Payment Oder Resolution
 Resolution 2015-16 (3) Resolution Authorizing the County Office of Education
 Credentials Department to Release Credential Held Warrants to Employees
 Resolution 2015-16 (4) Resolution Designating Authorized Agent to Sign School
 Orders (Commercial Warrants)

12.0	Action/Discussion Items	
12.1	Employee Handbook Revisions	Action
	This item changes the title of our Employee Policy Ha	andbook and
	includes updated language to laws that have changed	l.
12.2	Crisis Plan	Action
	This item includes revisions to staff assignments and	updates
	lockdown procedures	
12.3	Ratification of Billboards in San Diego Agreement	Action
12.4	Adjustment to Prior Experience Salary Cap	Action
12.5	Technology Plan Annual Update	Action
12.6	Moreno Valley Facility Acquisition	Action
13.0 <u>C</u> 1	<u>urriculum</u>	
13.1	Schoology Presentation	Information
13.2	Read & Math 180 Presentations	Information
13.3	Edgenuity Courses and Course Numbers	Action
13.4	Cartooning Course Outline	Action

- 13.5Computer Programming with Scratch12.6Math 1 A&R 2 A&R
- Math 1 A&B, 2 A&B Action 13.6 13.7 Exit Course Action 13.8 PE 1, 2, 3, & 4 Action 13.9 Keyboarding A&B Action Introductory Course 13.10 Action 13.11 English 11 A&B, Action 13.12 English 12 A&B Action Health Course 13.13Action 13.14Graduation Requirements Action

Action

### 14.0 <u>Personnel</u>

14.1Executive Director Evaluation ProcessInformation

### 15.0 <u>Board/Staff Discussion</u>

16.0 Adjournment

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BOARD OF TRUSTEES' MEETING May 19, 2015

2014/15 TREASURER'S REPORT FOR PERIOD ENDING April 30, 2015

### **Treasurer's Report**

### May 19, 2015 Board Meeting

### 2013/14 - Charter Schools Enterprise Fund 62-00 & Capital Outlay Fund 62-01 Statement of Activities for the Period Ending April 30, 2015

Revenue	s		2014/15		# Year-to-Date	Domoining	% Dudaat
<u>Object</u>	<b>Resource</b>	Description	Adopted Budget	Revised Budget	7/1/14-04/30/15 Transactions	Remaining Budget	Budget Remaining
8011	0000	Local Control Funding Formula	1,975,997	1,940,895	1,624,820	316,075	16%
8011	0000	Education Protection Act	482,500	593,526	473,414	120,112	20%
8096	0000	Transfer to Charter School Revenue Limit	965,565	844,424	719,654	124,770	15%
8550	0000	Mandated Cost Reimbursement	17,485	46,436	46,436	0	0%
8560	1100	Lottery	59,336	60,870	32,893	27,977	46%
8560	6300	Restricted Lottery	14,356	16,096	1,740	14,356	89%
8590	0000	Categorical Block Grant/Other State Funding	1,450	1,549	98	1,451	94%
8590	7405	Common Core Standards	0	0	0	0	0%
8660	0000	Interest	2,000	6,100	4,911	1,189	19%
8699	0000	All Other Local Revenue	8,000	24,383	8,286	16,097	66%
8919	0000	Other Authorized Interfund Transfers	0	0	0	0	0%
		Grand Total All Revenues:	3,526,689	3,534,279	2,912,252	622,027	<u>18</u> %

### Expenditures

<u>Object</u>	<b>Certificated Personnel Salaries</b>					
1100	Teacher	1,252,865	1,222,408	942,700	279,708	23%
1300	Supervisors and Administrators	217,242	245,814	209,606	36,208	15%
1900	Other Certificated	0	0	0	0	0%
	<b>Total Certificated Personnel Salaries:</b>	1,470,107	1,468,222	1,152,306	315,916	22%

### **Treasurer's Report**

### May 19, 2015 Board Meeting

### 2013/14 - Charter Schools Enterprise Fund 62-00 & Capital Outlay Fund 62-01 Statement of Activities for the Period Ending April 30, 2015

	Description	2014/15 Adopted Budget	2014/15 Revised Budget	Year-to-Date 7/1/14-04/30/15 Transactions	Remaining Budget	% Budget Remaining
<u>Object</u>	Classified Personnel Salaries					
2100	Instructional Aides	28,515	29,656	24,903	4,753	16%
2300	Supervisors and Administrators	71,810	76,990	65,021	11,969	16%
2400	Clerical, Technical and Office	230,167	240,895	201,824	39,071	16%
2900	Other Classified Salaries	0	0	0	0	0%
	<b>Total Classified Personnel Salaries:</b>	330,492	347,541	291,749	55,792	16%
	<b>Total Employee Benefits:</b>	494,976	419,736	316,644	103,092	25%
	<b>Books and Supplies</b>					
4100	Textbooks	2,300	2,377	439	1,938	82%
4200	Books and Other Reference Materials	0	0	0	0	0%
4300	Materials and Supplies	113,828	139,464	70,170	69,294	50%
4400	Non Capitalized Equipment	0	0	0	0	0%
	Total Books and Supplies:	116,128	141,841	70,609	71,232	50%
	Services and Other Operating Expenditures					
5200	Travel and Conferences	49,583	60,327	30,517	29,810	49%
5300	Dues and Memberships	7,275	7,288	5,453	1,835	25%
5500	Operations and Housekeeping Services	30,000	30,000	20,057	9,943	33%
5600	Rentals, Leases, Repairs, and Non capitalized Improvements	0	0	0	0	0%
5800	Professional Consulting Services & Operating Expenses	968,562	1,037,284	800,640	236,644	23%

### **Treasurer's Report**

### May 19, 2015 Board Meeting

### 2013/14 - Charter Schools Enterprise Fund 62-00 & Capital Outlay Fund 62-01 Statement of Activities for the Period Ending April 30, 2015

		Description	2014/15 Adopted Budget	2014/15 Revised Budget	Year-to-Date 7/1/14-04/30/15 Transactions	Remaining Budget	% Budget Remaining
<u>Object</u>		Services & Other Operating Expenses (con't)					
5900		Communications	5,936	7,336	5,389	1,947	27%
		Total Services & Other Operating Expenses:	1,061,356	1,142,235	862,057	280,178	25%
6XXX		<u>Capital Outlay</u>	0	0	0	0	0%
7XXX		Other Outgo and Transfers Out					
		Grand Total All Expenditures:	3,473,059	3,519,575	2,693,365	<u>826,210</u>	<u>23</u> %
		Beginning Fund Balance	2,349,019	2,618,807			
		Increase/Decrease	53,630	14,704			
		Ending Fund Balance	2,402,649	2,633,511			
9711	000	<b>Reserve for Revolving Cash</b>	200	200			
9770	000	Designated for Economic Uncertainties	104,192	105,587			
9780	009	<b>Deferred Maintenance Reserve</b>	50,000	50,000			
9780	008	Erate/100 Laptops/Laptop Cart	14,848	14,848			
<b>9780</b>	007	Facilities Reserve	150,000	150,000			
9780	000	Land/Bldg/Deprec/Comp Absence/Growth	1,861,697	2,091,163			
9780	012	Long Term Debt Reserve (Building)	217,571	217,571			
9780	013	Long Term Debt Reserve (Automobile)	4,141	4,141			

# 11.1

### 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, April 21, 2015 Board Minutes

### 1.0 Call to Order/Roll Call

President Walters called the meeting to order at 5:05 pm with all Trustees present.

### 2.0 Approval of Agenda

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

### 3.0 <u>Pledge of Allegiance</u>

The Pledge of allegiance was led by President Walters

### 4.0 Public Comment

No Public Comment

### 5.0 Introductions

Kathy Meck, Lead K-8 Supervisory Teacher; Erin Gorence, Director of Curriculum; Kathi Cohen, Lead High School Supervisory Teacher; Gayl Johnson, Director of Student Services; Lori Bentley, Human Resources & Business Services; Sandra Benson, Business Consultant; John Sturm, Technology Technician

### 6.0 <u>Executive Director's Report</u>

- Our annual Mandated Reporting training took place on April 1
- We continue to work on our WASC. Our visit date has been confirmed for November. Staff has been assigned to focus groups.
- We are looking at a 12,000 sq. ft. building in Moreno Valley. We are working with Mike Pappas from Colliers to lease 6,000 sq. ft.
- We submitted an application for the Charger Champion Grant in the amount of \$75K. We have passed the first paper process and are waiting to hear if we will be approved.
- The leadership team and Catherine our Resource Teacher met with Dr. Hurst, and OUSD Special Ed team regarding the satellite in Moreno Valley. The meeting was very positive with brainstorming how services would be provided.
- Our K-8 students will start Smarter Balanced Testing which lasts 2 ½ weeks.

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### 7.0 Treasurer's Report for Period Ending March 31, 2015

- ✤ There have been changes in revenue since the 2<sup>nd</sup> Interim
- Reduction of 9K for Mandated Cost reimbursement that Charter Schools are not authorized to receive
- We received an additional \$300. from Microsoft Voucher Program and \$3667. for prior year tax re-computation
- ↓ We also received an additional \$1000. In interest
- **4** There were no changes in expenditures

### 8.0 Consent Calendar

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

8.1 Minutes from Board Meeting of February 17, 2015
Moved by Trustee Deegan and seconded by President Walters to approve the minutes as presented.
AYES: Walters, Deegan
NOES: None
ABSTAIN: None

### 9.0 Action/Discussion Items

**9.1** Moved by Trustee Deegan and seconded by President Walters to approve the Student Policy #21 as presented.

AYES: Walters, Deegan NOES: None ABSTAIN: None

**9.2** Moved by Trustee Deegan and seconded by President Walters to approve the 2015-16 School Calendar as presented.

AYES: Walters, Deegan NOES: None ABSTAIN: None **9.3** Moved by President Walters and seconded by Trustee Deegan to approve the Construction bid as presented. AYES: Walters, Deegan NOES: None ABSTAIN: None

### 10. Personnel

**10.1** Moved by Trustee Deegan and seconded by President Walters to approve the 2014-15 Certificated & Leadership Salary Schedule as presented.

AYES: Walters, Deegan
NOES: None
ABSTAIN: None **10.2** Moved by Trustee Deegan and seconded by President Walters to approve the Curriculum Data Entry Job Description as presented.

AYES: Walters, Deegan
NOES: None
ABSTAIN: None
10.3 Moved by Trustee Deegan and seconded by President Walters to approve the Counselor Job Description and Salary Schedule as presented.

AYES: Walters, Deegan
NOES: None
ABSTAIN: None
10.4 Moved by Trustee Deegan and seconded by President Walters to approve the Site Supervisor Job Description and Salary Schedule as presented.

AYES: Walters, Deegan NOES: None ABSTAIN: None

### 11. Board/Staff Discussion - None

### 12. Adjournment

President Walters adjourned the meeting at 5:44pm

## RESOLUTION # **RESOLUTION DESIGNATING AUTHORIZED AGENT TO RECEIVE MAIL** AND PICK UP WARRANTS AT THE COUNTY OFFICE OF EDUCATION

\_\_\_\_\_School District, San Diego County ON MOTION

OF member \_\_\_\_\_\_, seconded by member \_\_\_\_\_

effective \_\_\_\_\_\_ through June 30, \_\_\_\_\_.

### IT IS RESOLVED AND ORDERED that:

- 1. The authorized agent (one person only) to receive mail from the Accounting/Payroll Sections is \_\_\_\_\_\_.
- The authorized person(s) or district(s) to pick up warrants from the County Office (other 2. than the mail addressee) are:



Secretary/Clerk of the Governing Board

Manual signature(s) of authorized person(s):

Facsimile signature(s), if applicable:

(Rubber Stamp)

San Diego County Office of Education



## RESOLUTION # \_\_\_\_\_ PAYMENT ORDER RESOLUTION

\_\_\_\_\_ School District, San Diego County ON MOTION

or\_\_\_\_\_

OF member \_\_\_\_\_\_, seconded by member \_\_\_\_\_\_

effective \_\_\_\_\_\_ through June 30, \_\_\_\_\_\_

IT IS RESOLVED AND ORDERED that, in accordance with the provisions of Section 3100 et seq., Chapter 8, Division 4, Title I of the Government Code (all districts), the following person(s) be and is hereby designated to ascertain and certify that each employee of said district has taken the oath of allegiance.

IT IS FURTHER RESOLVED AND ORDERED that, in accordance with the payroll procedure provided in Education Code Section 45310 (merit system districts only), no warrant shall be drawn by or on behalf of the governing board of this district for the payment of any salary or wage to any employee in the classified service unless the assignment bears the certification of the following person:

, Personnel Director

IT IS FURTHER RESOLVED that this motion shall stand and that all additions and deletions shall be submitted in writing to the San Diego County Office of Education.

PASSED AND ADOPTED by said Governing Board on \_\_\_\_\_\_ by the following vote: (date)

- AYES:\_\_\_\_\_MEMBERS
- NOES:\_\_\_\_\_MEMBERS
- ABSENT:\_\_\_\_\_MEMBERS

STATE OF CALIFORNIA ) COUNTY OF SAN DIEGO ) SS

I, \_\_\_\_\_\_, Clerk of the Governing Board, do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly passed and adopted by said Board at a regularly called and conducted meeting held on said date.

Secretary/Clerk of the Governing Board

Manual signature(s) of authorized person(s):

<u>Facsimile signature(s)</u>, if applicable: (Rubber Stamp) Gov Code Sec. 5501

San Diego County Office of Education

**Resolution 2** 

## RESOLUTION # \_\_\_\_\_ RESOLUTION AUTHORIZING THE COUNTY OFFICE OF EDUCATION CREDENTIALS DEPARTMENT TO RELEASE CREDENTIAL HELD WARRANTS TO EMPLOYEES

School District, San Diego County ON MOTION

OF member \_\_\_\_\_\_, seconded by member \_\_\_\_\_\_

effective \_\_\_\_\_\_ through June 30, \_\_\_\_\_\_.

IT IS RESOLVED AND ORDERED that, The County Office of Education Credentials Department is authorized to release credentials held warrants to employees who have provided the required credential paper work.

PASSED AND ADOPTED by said Governing Board on \_\_\_\_\_\_ by the following vote: (date)

AYES:	MEMBERS
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NOES:\_\_\_\_\_MEMBERS

ABSENT:\_\_\_\_\_MEMBERS

STATE OF CALIFORNIA ) COUNTY OF SAN DIEGO ) SS

I, \_\_\_\_\_, Clerk of the Governing Board, do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly passed and adopted by said Board at a regularly called and conducted meeting held on said date.

Secretary/Clerk of the Governing Board

### San Diego County Office of Education

### **Resolution 3**

## RESOLUTION # \_\_\_\_\_ RESOLUTION DESIGNATING AUTHORIZED AGENT TO SIGN SCHOOL ORDERS (COMMERCIAL WARRANTS)

School District, San Diego County ON MOTION

OF member \_\_\_\_\_\_, seconded by member \_\_\_\_\_

effective \_\_\_\_\_\_ through June 30, \_\_\_\_\_\_.

IT IS RESOLVED AND ORDERED that, pursuant to the provisions of Education Code Section 42632 or 85232, \_\_\_\_\_\_be and is hereby authorized to sign any and all orders in the name of said District, drawn on the funds of said District.

IT IS FURTHER RESOLVED that this motion shall stand and that all additions and deletions shall be submitted in writing to the San Diego County Office of Education.

PASSED AND ADOPTED by said Governing Board on \_\_\_\_\_\_ by the following vote:

AYES:	MEMBERS
NOES:	MEMBERS
ABSENT:	MEMBERS
STATE OF CALIFORNIA COUNTY OF SAN DIEGO	-

I, \_\_\_\_\_\_, Clerk of the Governing Board, do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly passed and adopted by said Board at a regularly called and conducted meeting held on said date.

Secretary/Clerk of the Governing Board

Manual signature(s) of authorized person(s):

<u>Facsimile signature(s)</u>, if applicable: (Rubber Stamp)

### San Diego County Office of Education

**Resolution 4** 

# 12.1



### EMPLOYEE HANDBOOK 2015-16 BOARD APPROVED:

3670 Ocean Ranch Blvd., Oceanside, CA 92056 Phone: 760.757.0161 • Website: <u>www.pacificview.org</u>

### ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE HANDBOOK

PLEASE READ THE EMPLOYEE HANDBOOK AND SUBMIT A SIGNED COPY OF THIS STATEMENT TO THE EXECUTIVE DIRECTOR.

EMPLOYEE NAME: \_\_\_\_\_

I ACKNOWLEDGE that I have received a copy of the Employee Handbook (2015-16 Board Approved). I have read and understood the contents of the Handbook, and I agree to abide by its directions and procedures. I have been given the opportunity to ask any questions I might have about the policies in the Handbook. I understand that it is my responsibility to read and familiarize myself with the policies and procedures contained in the Handbook.

I understand that the statements contained in the Handbook are guidelines for employees concerning some of the School's policies and benefits, and are not intended to create any contractual or other legal obligations or to alter the at-will nature of my employment with the School. In the event I do have an employment contract which expressly alters the at-will relationship, I agree to the foregoing except with reference to an at-will employment status.

I understand that except for employment at-will status, any and all policies or practices can be changed at any time by the School.

I understand that other than the Board of the School, no person has authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will; only the Board has the authority to make any such agreement and then only in writing signed by the Board President.

Employee's Signature:

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

Please sign/date, tear out, and return to the School.

### ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE HANDBOOK

PLEASE READ THE EMPLOYEE HANDBOOK AND SUBMIT A SIGNED COPY OF THIS STATEMENT TO THE EXECUTIVE DIRECTOR.

EMPLOYEE NAME: \_\_\_\_\_

I ACKNOWLEDGE that I have received a copy of the Employee Handbook (2015-16 Board Approved). I have read and understood the contents of the Handbook, and I agree to abide by its directions and procedures. I have been given the opportunity to ask any questions I might have about the policies in the Handbook. I understand that it is my responsibility to read and familiarize myself with the policies and procedures contained in the Handbook.

I understand that the statements contained in the Handbook are guidelines for employees concerning some of the School's policies and benefits, and are not intended to create any contractual or other legal obligations or to alter the at-will nature of my employment with the School. In the event I do have an employment contract which expressly alters the at-will relationship, I agree to the foregoing except with reference to an at-will employment status.

I understand that except for employment at-will status, any and all policies or practices can be changed at any time by the School.

I understand that other than the Board of the School, no person has authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will; only the Board has the authority to make any such agreement and then only in writing signed by the Board President.

Employee's Signature:

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

Please retain this copy for your records.

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### APPENDIX B - INTERNAL COMPLAINT FORM

### WELCOME STATEMENT

Congratulations and thank you for accepting Pacific View Charter School's offer of employment. One of the keys to our success as a School is hiring effective employees. We have hired you because we believe you have the skills and the potential to help the School succeed. We expect and depend upon you-and each staff member to perform the tasks assigned to you to the best of your abilities. We believe that hard work and commitment will not only help us succeed, but will help give you a sense of pride and accomplishment.

We are glad to have you as a member of our team. We hope that your employment proves mutually satisfying and that you will make an important contribution to our future. Every employee has an important role in our operations and we value the abilities, experience and background that you bring with you to our School. It is our staff who provides the services that our students rely upon and enable us to grow and create new opportunities in the years to come.

Our management team intends to provide you with all of the support and the resources you will need to perform your job effectively. If, at any time, you need assistance or guidance, please do not hesitate to ask any of the members of our management team. They are here to help you perform to the best of your abilities.

Once again, welcome to Pacific View Charter School. We are glad to have you with us.

Gina Campbell Executive Director

### INTRODUCTION TO HANDBOOK

This Handbook is designed to help employees get acquainted with Pacific View Charter School (hereinafter referred to as <u>"Pacific View" or</u> the "School"). It explains some of our philosophies and beliefs, and describes in general terms, some of our employment guidelines. Although this Handbook is not intended to be an exclusive or comprehensive policies and procedures manual, we hope that it will serve as a useful reference document for employees throughout their employment at the School. Employees should understand, however, that this Handbook is not intended to be a contract (express or implied), nor is it intended to otherwise create any legally enforceable obligations on the part of the School or its employees. In no way does the Handbook replace any official plan documents (e.g., health insurance, retirement plan, etc.) or insurance contracts, which will govern in all cases. This Handbook supersedes and replaces all previous personnel policies, practices, and guidelines.

Due to the fact that the School is a growing and changing organization, it reserves full discretion to add to, modify, or delete provisions of this Handbook, or the policies and procedures on which they may be based, at any time without advance notice. The School also reserves the right to interpret any of the provisions set forth in this Handbook in any manner it deems appropriate.

No individual other than the Board of <u>Trustees Directors</u> has the authority to enter into any employment or other agreement that modifies School policy. Any such modification *must* be in writing.

This Handbook is the property of the School, and it is intended for personal use and reference by employees of the School. Circulation of this Handbook outside of the School requires the prior written approval of the Executive Director.

Employees must sign the acknowledgment form at the front of this Handbook, tear it out, and return it to the Executive Director/Designee. This will provide the School with a record that each employee has received this Handbook.

### CONDITIONS OF EMPLOYMENT

#### Equal Employment Opportunity Is Our Policy

The School is an equal opportunity employer. It is the policy of the School to afford equal employment and advancement opportunity to all qualified individuals without regard to <u>race</u>, <u>color</u>, <u>creed</u>, <u>gender</u> (including gender identity and gender expression), religion, marital status, registered domestic partner status, age, national origin or ancestry, physical or mental disability, medical condition (including cancer and genetic characteristics), genetic information, sexual orientation, <u>military and veteran status</u>, or any other consideration made unlawful by federal, state, or local laws.race, creed, color, religion, national origin, ancestry, sex, sexual orientation, age, physical or mental disability, marital status, citizenship status, medical condition, or any other legally protected status. This policy extends to all employees and to all aspects of the employment relationship, including the hiring of new employees and the training, transfer, promotion, compensation and benefits of existing employees.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the School will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact a School representative with day-to-day personnel responsibilities and request such an accommodation. The individual with the disability should specify what accommodation he or she needs to perform the job. The School then will conduct an investigation to identify the barriers that interfere with the equal opportunity of the applicant or employee to perform his or her job. The School will identify possible accommodations, if any, that will help eliminate the limitation. If the accommodation is reasonable and will not impose an undue hardship, the School will make the accommodation.

### **Employment At-Will**

Except if stated expressly otherwise by employment contract, it is the policy of the School that all employees are considered "at-will" employees of the School. Accordingly, either the School or the employee can terminate this relationship at any time, for any reason, with or without cause, and with or without advance notice.

Nothing contained in this Handbook, employment applications, School memoranda or other materials provided to employees in connection with their employment shall require the School to have "cause" to terminate an employee or otherwise restrict the School's right to release an employee from their at-will employment with the School. Statements of specific grounds for termination set forth in this Handbook or elsewhere are not all-inclusive and are not intended to restrict the School's right to terminate at-will. No School representative, other than the Board of <u>Trustees Directors</u> or its designee, is authorized to modify this policy for any employee or to make any representations to employees or applicants concerning the terms or conditions of employment with the School that are not consistent with the School's policy regarding "at-will" employment.

This policy shall not be modified by any statements contained in this Handbook or employee applications, School memoranda, or any other materials provided to employees in connection with their employment. Further, none of those documents whether singly or combined, or any employment practices shall create an express or implied contract of employment for a definite period, nor an express or implied contract concerning any terms or conditions of employment.

### Child Abuse and Neglect Reporting

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

The School will provide annual training on the mandated reporting requirements, using the online training module provided by the State Department of Social Services, to eEmployees who are mandated reporters. Mandated reporter training will also be provided to eEmployees hired during the course of the school year. This training will include information that failure to report an incident of known or reasonably suspected child abuse or neglect, as required by Penal Code section 11166, is a misdemeanor punishable by up to six (6) months confinement in a county jail, or by a fine of one-thousand dollars (\$1,000), or by both that imprisonment and fine.

<u>All employees required to receive mandated reporter training must provide proof of completing the training within the first six (6) weeks of each school year or within the first six (6) weeks of that employee's employment.</u>

By acknowledging receipt of this Handbook, the eEmployee acknowledges he or she is a child care custodian and is certifying that he or she has knowledge of California Penal Code section 11166 and will comply with its provisions.

### **Staff/Student Interaction Policy**

The School recognizes its responsibility to make and enforce all rules and regulations governing student and employee behavior to bring about the safest and most learning-conducive environment possible.

Corporal Punishment

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of, or willfully causing the infliction of, physical pain on a student.

For purposes of this policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to property.

For clarification purposes, the following examples are offered for direction and guidance of School personnel:

### A. Examples of PERMITTED actions (NOT corporal punishment)

- 1. Stopping a student from fighting with another student;
- 2. Preventing a pupil from committing an act of vandalism;
- 3. Defending yourself from physical injury or assault by a student;
- 4. Forcing a pupil to give up a weapon or dangerous object;
- 5. Requiring an athletic team to participate in strenuous physical training activities designed to strengthen or condition team members or improve their coordination, agility, or physical skills;
- 6. Engaging in group calisthenics, team drills, or other physical education or voluntary recreational activities.
- B. Examples of PROHIBITED actions (corporal punishment)
  - 1. Hitting, shoving, pushing, or physically restraining a student as a means of <u>control;</u>
  - 2. Making unruly students do push-ups, run laps, or perform other physical acts that cause pain or discomfort as a form of punishment;
  - 3. Paddling, swatting slapping, grabbing, pinching, kicking, or otherwise causing physical pain.

Acceptable and Unacceptable Staff/Student Behavior

This policy is intended to guide all School faculty and staff in conducting themselves in a way that reflects the high standards of behavior and professionalism required of school employees and to specify the boundaries between students and staff.

Although this policy gives specific, clear direction, it is each staff member's obligation to avoid situations that could prompt suspicion by parents, students, colleagues, or school leaders. One viable standard that can be quickly applied, when you are unsure if certain conduct is acceptable, is to ask yourself, "Would I be engaged in this conduct if my family or colleagues were standing next to me?"

For the purposes of this policy, the term "boundaries" is defined as acceptable professional behavior by staff members while interacting with a student. Trespassing the boundaries of a student/teacher relationship is deemed an abuse of power and a betrayal of public trust.

Some activities may seem innocent from a staff member's perspective, but can be perceived as flirtation or sexual insinuation from a student or parent point of view. The objective of the following lists of acceptable and unacceptable behaviors is not to restrain innocent, positive relationships between staff and students, but to prevent relationships that could lead to, or may be perceived as, sexual misconduct.

Staff must understand their own responsibility for ensuring that they do not cross the boundaries as written in this policy. Disagreeing with the wording or intent of the established boundaries will be considered irrelevant for disciplinary purposes. Thus, it is crucial that all employees learn this policy thoroughly and apply the lists of acceptable and unacceptable behaviors to their daily activities. Although sincere, competent interaction with students certainly fosters learning, student/staff interactions must have boundaries surrounding potential activities, locations and intentions.

Duty to Report Suspected Misconduct

When any employee becomes aware of another staff member having crossed the boundaries specified in this policy, he or she must speak to this staff member if the violation appears minor, or report the matter to school administrators. If the observed behavior appears significant, it is the duty of every staff member to immediately report it to an administrator. All reports shall be confidential. It is the duty of the administrator to investigate and thoroughly report the situation. Employees must also report to the administration any awareness or concern of student behavior that crosses boundaries or where a student appears to be at risk for sexual abuse.

Unacceptable Staff/Student Behaviors (Violations of this Policy)

- (a) Giving gifts to an individual student that are of a personal and intimate nature.
- (b) Kissing of any kind.
- (c) Any type of unnecessary physical contact with a student in a private situation.
- (d) Intentionally being alone with a student away from the school.
- (e) Making or participating in sexually inappropriate comments.
- (f) Sexual jokes.
- (g) Seeking emotional involvement with a student for your benefit.
- (h) Listening to or telling stories that are sexually oriented.
- (i) Discussing inappropriate personal troubles or intimate issues with a student in an attempt to gain their support and understanding.
- (j) Becoming involved with a student so that a reasonable person may suspect inappropriate behavior.

Unacceptable Staff/Student Behaviors without Parent and Supervisor Permission

(These behaviors should only be exercised when a staff member has parent and supervisor permission.)

- (a) Giving students a ride to/from school or school activities.
- (b) Being alone in a room with a student at school with the door closed.
- (c) Allowing students in your home.

Cautionary Staff/Student Behaviors

(These behaviors should only be exercised when a reasonable and prudent person, acting as an educator, is prevented from using a better practice or behavior. Staff members should

### inform their supervisor of the circumstance and occurrence prior to or immediately after the occurrence)

- (a) Remarks about the physical attributes or development of anyone.
- (b) Excessive attention toward a particular student.
- (c) Sending emails, text messages or letters to students if the content is not about school activities

Acceptable and Recommended Staff/Student Behaviors

- (a) Getting parents' written consent for any after-school activity.
- (b) Obtaining formal approval to take students off school property for activities such as field trips or competitions.
- (c) E-mails, text, phone and instant messages to students must be very professional and pertaining to school activities or classes (Communication should be limited to school technology).
- (d) Keeping the door open when alone with a student.
- (e) Keeping reasonable space between you and your students.
- (f) Stopping and correcting students if they cross your own personal boundaries.
- (g) Keeping parents informed when a significant issue develops about a student.
- (h) Keeping after-class discussions with a student professional and brief.
- (i) Asking for advice from fellow staff or administrators if you find yourself in a difficult situation related to boundaries.
- (j) Involving your supervisor if conflict arises with the student.
- (k) Informing the Executive Director about situations that have the potential to become more severe.
- (1) Making detailed notes about an incident that could evolve into a more serious situation later.
- (m) Recognizing the responsibility to stop unacceptable behavior of students or coworkers.
- (n) Asking another staff member to be present if you will be alone with any student.
- (o) Asking another staff member to be present when you must be alone with a student after regular school hours.
- (p) Giving students praise and recognition without touching them.
- (q) Pats on the back, high fives and handshakes are acceptable.
- (r) Keeping your professional conduct a high priority.
- (s) Asking yourself if your actions are worth your job and career.

### Policy <u>Against Prohibiting</u>-Unlawful Harassment

Pacific View is committed to providing a work and educational atmosphere that is free of unlawful harassment. Pacific View's policy prohibits unlawful harassment based upon race, color, creed, gender (including gender identity and gender expression), religion, marital status, registered domestic partner status, age, national origin or ancestry, physical or mental disability, medical condition (including cancer and genetic characteristics), genetic information, sexual orientation, military or veteran status, or any other consideration made unlawful by federal, state, or local laws. Pacific View will not condone or tolerate harassment of any type by any employee, independent

contractor or other person with which the School does business. This policy applies to all employee actions and relationships, regardless of position or gender. Pacific View will promptly and thoroughly investigate any complaint of harassment and take appropriate corrective action, if warranted.

Prohibited Unlawful Harassment

- Verbal conduct such as epithets, derogatory jokes or comments or slurs;
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement, or interfering with work because of sex, race or any other protected basis;
- Retaliation for reporting or threatening to report harassment; or
- Disparate treatment based on any of the protected classes above.

Prohibited Unlawful Sexual Harassment

Pacific View is committed to providing a workplace free of sexual harassment and considers such harassment to be a major offense, which may result in disciplinary action, up to, and including dismissal, of the offending employee.

Sexual harassment consists of sexual advances, request for sexual favors and other verbal or physical conduct of a sexual nature, regardless of whether or not the conduct is motivated by sexual desire, when: (1) submission to the conduct is either made explicitly or implicitly a term or condition of an individual's employment; (2) an employment decision is based upon an individual's acceptance or rejection of that conduct; (3) that conduct interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment.

It is also unlawful to retaliate in any way against an employee who has articulated a good faith concern about sexual harassment against him or her or against another individual.

All supervisors of staff will receive sexual harassment training within six (6) months of their assumption of a supervisory position and will receive further training once every two (2) years thereafter. Such training will include the prevention of abusive conduct in the workplace that a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests, including but not limited to repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance. Other staff will receive harassment prevention training and/or instruction concerning harassment prevention in the workplace as required by law.

Each employee has the responsibility to maintain a workplace free from any form of sexual harassment. Consequently, should any individual, in particular those with supervisory responsibilities, become aware of any conduct that may constitute sexual harassment or other prohibited behavior, immediate action should be taken to address such conduct. Any employee who believes they have been sexually harassed or has witnessed sexual harassment is encouraged to immediately report such harassment to the Executive Director. See Appendix A for the "Harassment Complaint Form." See Appendix B for the general "Complaint Form."

Sexual harassment may include, but is not limited to:

- Physical assaults of a sexual nature, such as:
  - o Rape, sexual battery, molestation or attempts to commit these assaults and
  - Intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, or poking another's body.
- Unwanted sexual advances, propositions or other sexual comments, such as:
  - Sexually oriented gestures, notices, remarks, jokes, or comments about a person's sexuality or sexual experience.
  - <u>Preferential treatment or promises of preferential treatment to an employee for</u> submitting to sexual conduct, including soliciting or attempting to solicit any employee to engage in sexual activity for compensation or reward or disparate treatment for rejecting sexual conduct.
  - Subjecting or threats of subjecting an employee to unwelcome sexual attention or conduct or intentionally making performance of the employee's job more difficult because of the employee's sex.
- Sexual or discriminatory displays or publications anywhere at the workplace by employees, such as:
  - Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing to work or possessing any such material to read, display or view at work.
  - <u>Reading publicly or otherwise publicizing in the work environment materials that are</u> in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic; and
  - Displaying signs or other materials purporting to segregate an employee by sex in an area of the workplace (other than restrooms or similar rooms).

The illustrations of harassment and sexual harassment above are not to be construed as an allinclusive list of prohibited acts under this policy. Moreover, please note that while in most situations a personal relationship is a private matter, these relationships are not appropriate in a professional setting, particularly where one of the parties has management or supervisory responsibilities. As such, consensual relationships in the workplace may violate Pacific View policy.

Complainants and witnesses under these policies will be protected from further harassment and will not be retaliated against in any aspect of their employment due to their participation, filing of a

complaint, or reporting harassment.

Pacific View will investigate complaints promptly and provide a written report of the investigation and decision as soon as practicable. The investigation will be handled in as confidential a manner as possible consistent with a full, fair, and proper investigation. Pacific View is committed to remediating any instances where investigation findings demonstrate unlawful harassment has occurred.

The School is committed to providing a work and educational atmosphere that is free of unlawful harassment. The School's policy prohibits sexual harassment and harassment based upon pregnancy, childbirth or related medical conditions, race, religion, creed, color, gender, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation, or any other basis protected by federal, state, local law, ordinance or regulation. The School will not condone or tolerate harassment of any type by any employee, independent contractor or other person with which the School does business. This policy applies to all employee actions and relationships, regardless of position or gender. The School will promptly and thoroughly investigate any complaint of harassment and take appropriate corrective action, if warranted.

#### Prohibited Unlawful Harassment

- Verbal conduct such as epithets, derogatory jokes or comments or slurs;
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work because of sex, race or any other protected basis;
- Retaliation for reporting or threatening to report harassment; or
- Deferential or preferential treatment based on any of the protected classes above.

Prohibited Unlawful Sexual Harassment

In accordance with existing policy, discrimination on the basis of gender in education institutions is prohibited. All persons, regardless of the gender, are afforded equal rights and opportunities and freedom from unlawful discrimination in education programs or activities conducted by the School.

The School is committed to provide a workplace free of sexual harassment and considers such harassment to be a major offense, which may result in disciplinary action, up to, and including dismissal, of the offending employee.

Sexual harassment consists of sexual advances, request for sexual favors and other verbal or physical conduct of a sexual nature when: (1) submission of the conduct is either made explicitly or implicitly a term or condition of an individual's employment; (2) an employment decision is based upon an individual's acceptance or rejection of that conduct; (3) that conduct interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment.

It is also unlawful to retaliate in any way against an employee who has articulated a good faith concern about sexual harassment against him or her against another individual.

All supervisors of staff will receive sexual harassment training within six (6) months of their

assumption of a supervisory position and will receive further training once every two (2) years thereafter. All staff will receive sexual harassment training and/or instruction concerning sexual harassment in the workplace as required by law.

Each employee has the responsibility to maintain a workplace free from any form of sexual harassment. Consequently, should any individual, in particular those with supervisory responsibilities, become aware of any conduct that may constitute sexual harassment or other prohibited behavior, immediate action should be taken to address such conduct. Employees and students are expected to act in a positive and professional manner and to contribute to a productive School environment that is free from harassing or disruptive activity. Any employee who believes they have been sexually harassed or has witnessed sexual harassment is encouraged to immediately report such harassment to the Director. See Appendix A for the "Harassment Complaint Form."

Sexual harassment may include, but is not limited to:

- Physical assaults of a sexual nature, such as:
  - Rape, sexual battery, molestation or attempts to commit these assaults and
  - Intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, or poking another's body.
- Unwanted sexual advances, propositions or other sexual comments, such as:
  - Sexually oriented gestures, notices, remarks, jokes, or comments about a person's sexuality or sexual experience.
  - Preferential treatment or promises of preferential treatment to an employee for submitting to sexual conduct, including soliciting or attempting to solicit any employee to engage in sexual activity for compensation or reward or deferential treatment for rejecting sexual conduct.
  - Subjecting or threats of subjecting an employee to unwelcome sexual attention or conduct or intentionally making performance of the employee's job more difficult because of the employee's sex.
  - Sexual or discriminatory displays or publications anywhere at the workplace by employees, such as:
    - Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing to work or possessing any such material to read, display or view at work.
    - Reading publicly or otherwise publicizing in the work environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or

#### pornographic; and

 Displaying signs or other materials purporting to segregate an employee by sex in an area of the workplace (other than restrooms or similar rooms).

The illustrations of harassment and sexual harassment above are not to be construed as an allinclusive list of prohibited acts under this policy.

Complainants and witnesses under these policies will be protected from further harassment and will not be retaliated against in any aspect of their employment due to their participation, filing of a complaint or reporting sexual harassment.

The School will investigate complaints promptly and provide a written report of the investigation and decision as soon as practicable. The investigation will be handled in as confidential a manner as possible consistent with a full, fair, and proper investigation.

While in most situations a personal relationship is a private matter, these relationships are not appropriate in a professional setting, particularly where one of the parties has management or supervisory responsibilities.

#### Whistleblower Policy

The School requires its directors, officers, employees, and volunteers to observe high standards of ethics in the conduct of their duties and responsibilities within the School. As representatives of the School, such individuals must practice honesty and integrity in fulfilling all responsibilities and must comply with all applicable laws and regulations. The purpose of this policy is to create an ethical and open work environment, to ensure that the School has a governance and accountability structure that supports its mission, and to encourage and enable directors, officers, employees, and volunteers of the School to raise serious concerns about the occurrence of illegal or unethical actions within the School before turning to outside parties for resolution.

All directors, officers, employees, and volunteers of the School have a responsibility to report any action or suspected action taken within the School that is illegal, unethical or violates any adopted policy of the School, or local rule or regulation. Anyone reporting a violation must act in good faith, without malice to the School or any individual at the School and have reasonable grounds for believing that the information shared in the report indicates that a violation has occurred. A person who makes a report does not have to prove that a violation has occurred. However, any report which the reporter has made maliciously or any report which the reporter has good reason to believe is false will be viewed as a serious disciplinary offense. No one who in good faith reports a violation, or who, in good faith, cooperates in the investigation of a violation shall suffer harassment, retaliation, or adverse employment action. Further, no one who in good faith discloses, who may disclose, or who the School believes disclosed or may disclose, information regarding alleged violations to a person with authority over the employee or another employee who had responsibility for investigating, discovering or correcting the purported violation shall suffer harassment, retaliation, or adverse employment action.

#### **Criminal Background Checks**

As required by law, all individuals working at the School will be required to submit to a background criminal background investigation. No condition or activity will be permitted that may compromise the School's commitment that the safety and the well-being of students takes precedence over all other considerations. Conditions that preclude working at the School include conviction of a controlled substance or sex offense, or a serious or violent felony. Additionally, should an employee, during his/her employment with the School, be convicted of a controlled substance or sex offense, or serious or violent felony, the employee must immediately report such a conviction to the Executive Director.

#### **Tuberculosis Testing**

All eemployees of the School must submit written proof from a physician of an examination risk assessment for tuberculosis (TB) within the last sixty (60) days showing that they are free of active TB If TB risk factors are identified, a physician must conduct an examination to determine whether the employee is free of infectious TB. The examination for tuberculosis TB consists of an approved TB test, which, if positive, will be followed by an x-ray of the lungs, or in the absence of skin testing, an x-ray of the lungs. All eemployees will be required to undergo TB risk assessment and, if risk factors are found, the examination at least once every four (4) years. Volunteers may be required to undergo a TB examination as necessary. The TB risk assessment and, if indicated, the examination, is a condition of initial employment with the School and the costs of the examfor such will be borne by the applicant.

Documentation of employee and volunteer compliance with TB <u>risk assessments and examinations</u> will be kept on file in the office. This requirement also includes contract food handlers, substitute teachers, and student teachers serving under the supervision of an educator. Any entity providing student services to the School will be contractually required to ensure that all contract workers have had TB testing that shows them to be free of active TB prior to providing services to or around School students.

#### **Immigration Compliance**

Pacific View will comply with applicable immigration law, including the Immigration Reform and Control Act of 1986 and the Immigration Act of 1990. As a condition of employment, every individual must provide satisfactory evidence of his or her identity and legal authority to work in the United States.

The School shall not discharge an employee or in any manner discriminate, retaliate, or take any adverse action (*e.g.*, threatening to report the suspected citizenship or immigration status of an employee or a member of the employee's family) against any employee or applicant for employment because the employee or applicant exercised a right protected under applicable law.

If you have any questions or need more information on immigration compliance issues, please contact the Executive Director.

Drug and Alcohol Free Workplace & Alcohol Abuse

The use of alcohol, illegal drugs, intoxicants, and controlled substances, whether on or off duty, can impair employees' ability to work safely and efficiently. Pacific View prohibits the use of these substances to the extent that they affect, or have the potential to affect, the workplace. Pacific View will not jeopardize the safety of the employee, other employees, our students and/or parents, the public, and Pacific View operations due to an individual's poor judgment. Accordingly, Pacific View prohibits the following:

- 1. Possession, use, or having alcohol or an illegal drug, intoxicant, or controlled substance in your system during working hours.
- 2. Operating a vehicle owned or leased by Pacific View while having alcohol in excess of the legal limits or an illegal drug, intoxicant, or controlled substance in your system.
- 3. Distribution, sale, manufacture or purchase--or the attempted distribution, sale, manufacture or purchase--of an illegal drug, intoxicant, or controlled substance during working hours or while on premises owned or occupied by Pacific View.

Any employee suspected of possessing alcohol, an illegal drug, intoxicants, or a controlled substance is subject to inspection and search, with or without notice. Employees' personal belongings, including any bags, purses, briefcases, and clothing, and all Pacific View property, are also subject to inspection and search, with or without notice. Employees who violate Pacific View's drug and alcohol abuse policy will be removed from the workplace immediately. Pacific View may also bring the matter to the attention of appropriate law enforcement authorities. Any conviction for criminal conduct involving illegal drugs, intoxicants, or controlled substances, whether on or off duty, or any violation of Pacific View's drug and alcohol abuse policy, including having a positive drug-test result, may lead to disciplinary action, up to and including termination.

The use of prescription drugs and/or over-the-counter drugs may also affect employees' job performance and seriously impair employees' value to Pacific View. Any employee who is using prescription or over-the-counter drugs that may impair his or her ability to safely perform the job or may affect the safety or well-being of others must submit a physician's statement that the prescription drug use will not affect job safety. The employee is not required to identify the medication or the underlying illness. Various federal, state, and local laws protect the rights of individuals with disabilities and others with regard to the confidentiality of medical information, medical treatment, and the use of prescription drugs and substances taken under medical supervision. Nothing contained in this policy is intended to interfere with individual rights under, or to violate, these laws.

Pacific View will attempt to reasonably accommodate employees with chemical dependencies (alcohol or drugs), if they voluntarily wish to seek treatment and/or rehabilitation. Employees desiring that assistance should request an unpaid treatment or rehabilitation leave of absence. Pacific View's support for treatment and rehabilitation does not obligate Pacific View to employ any person who violates Pacific View's drug and alcohol abuse policy or whose job performance is impaired because of substance abuse. Pacific View is also not obligated to reemploy any person who has participated in treatment or rehabilitation if that person's job performance remains impaired as a result of dependency. Employees who are given the opportunity to seek treatment and/or rehabilitation and are involved in any further violations of this policy will not be given a second

opportunity to seek treatment or rehabilitation.

Pacific View is covered by the Federal Drug-Free Workplace Act and the California Drug-Free Workplace Act, and provides a drug-free workplace. As a covered employer, Pacific View must certify to the contracting government agencies that it will provide a drug-free workplace in connection with the performance of its government contracts. Pacific View will include drug-free awareness information in its programs and will comply with the requirements that the government be notified of any employee's workplace-related drug conviction.

In connection with Pacific View's drug-free workplace compliance efforts, please note the following requirements:

- a. Employees must, as a condition of employment, report any conviction under a criminal drug statute for violations occurring on Pacific View premises or while conducting Pacific View business. A report of a conviction must be made to the Executive Director within five (5) days of the conviction. Within ten days of learning about an employee's conviction, Pacific View must notify any government agency with which it contracts or subcontracts of the employee's criminal drug statute conviction.
- b. Within thirty (30) days of the date Pacific View learns of any employee's conviction, it will discipline the employee, up to and including termination. Any employee who is not terminated will be required to satisfactorily participate in and complete a drug abuse assistance or rehabilitation program.

Pacific View will make ongoing good faith efforts to maintain a drug-free workplace by implementing the above requirements. Our failure to comply with the provisions of the drug-free workplace statutes may subject Pacific View to loss of payments under a government contract, termination of the contract, and debarment as a contractor for up to five (5) years. Any questions regarding our drug-free workplace compliance efforts should be referred to the Executive Director.

### **Confidential Information**

All information relating to students, personal information, schools attended, addresses, contact numbers and progress information is confidential in nature, and may not be shared with or distributed to unauthorized parties. All records concerning special education pupils shall be kept strictly confidential and maintained in separate files. Failure to maintain confidentiality may result in disciplinary action, up to and including release from at-will employment.

#### **Conflict of Interest**

All employees must avoid situations involving actual or potential conflict of interest. An employee involved in any relationships or situations which may constitute a conflict of interest should immediately and fully disclose the relevant circumstances to the Executive Director, or the Board of Trustees, for a determination about whether a potential or actual conflict exists. If an actual or potential conflict is determined, the School may take whatever corrective action appears appropriate according to the circumstances. Failure to disclose facts shall constitute grounds for disciplinary action.
## **Hiring Relatives**

A familial relationship among employees can create an actual or at least a potential conflict of interest in the employment setting, especially where one relative supervises another relative. To avoid this problem, Pacific View may refuse to hire or place a relative in a position where the potential for favoritism or conflict exists.

In other cases where a conflict or the potential for conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or terminated from employment, or Pacific View will make this determination in consultation with the parties involved at the discretion of Pacific View.

If two (2) employees marry, become related, or enter into an intimate relationship, they may not remain in a reporting relationship or in positions where one individual may affect the compensation or other terms or conditions of employment of the other individual. Pacific View will attempt to identify other available positions, and the employees will have thirty (30) days to decide which individual will remain in his/her current position. If no alternate position is available, the employees will have thirty (30) days to decide which employee will remain with Pacific View. If this decision is not made in the time allowed, Pacific View will make the decision.

For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

## Smoking

The School facility is a no smoking facility.

# THE WORKPLACE

## **Employment Status**

Employees at Pacific View are classified into the following categories:

#### Full-Time Non-exempt Employees

Full-time, nonexempt employees are those who are normally scheduled to work and who do work a schedule of forty (40) or more hours per week.

## Part-Time Non-Exempt Employees

Part-time nonexempt employees are those who are scheduled to and do work less than forty (40) hours per week. Part-time nonexempt employees may be assigned a work schedule in advance or may work on an as-needed basis.

#### Temporary Employees

Temporary employees are those who are employed for short-term assignments. Short-term assignments will generally be periods of one year or less. Temporary employees are not eligible for benefits. Temporary employees may be classified as exempt or nonexempt on the basis of job duties.

## Exempt Employees

Exempt employees are those <u>employees</u> whose job assignments <u>and compensation</u> meet the <u>federal</u> <u>and stateapplicable legal</u> requirements for overtime exemption to be considered exempt from certain <u>wage and hour laws, including overtime and meal/rest periods</u>. Exempt employees are compensated on a salary basis and are not eligible for overtime pay. Generally, executive, administrative, professional <u>(teachers)</u>, and certain outside sales employees are <u>overtime</u> exempt. The Human Resources Representative will inform you if your status is exempt.

#### Non-exempt Employees

Non-exempt employees are those employees whose job assignments and compensation do not meet the legal requirements to be considered exempt from certain wage and hour laws. Non-exempt employees are thus eligible for overtime and must be provided applicable meal and rest periods. All overtime work must be previously authorized by the Executive Director/Designee.

#### **Job Duties**

As part of initial orientation, employees will learn the various duties and responsibilities of the job. Employees will be provided with a copy of the written job description for their individual position. Pacific View maintains certain expectations and standards applicable to each job position. The Executive Director/Designee should review these job expectations with employees.

It is expected that employees will perform additional duties and assume additional responsibilities as needed by the Executive Director for the efficient operation of Pacific View.

In order to adjust to changes in our operations, it may become necessary to modify job descriptions, add to or remove certain duties and responsibilities, or reassign employees to an alternate job position.

## **Policies Against Workplace Violence**

## Statement of Policy

Pacific View recognizes that violence in the workplace is a growing nationwide problem necessitating a firm response by employers. The costs of workplace violence are great, both in human and financial terms. We believe that the safety and security of Pacific View employees are paramount. Therefore, Pacific View has adopted this policy regarding workplace violence.

Acts or threats of physical violence, including intimidation, harassment, and/or coercion, that involve or affect Pacific View or that occur on Pacific View property or in the conduct of Pacific View business off Pacific View property, will not be tolerated. This prohibition against threats and acts of violence applies to all persons involved in Pacific View operations, including, but not limited to, Pacific View personnel, contract workers, temporary employees, and anyone else on Pacific View property or conducting Pacific View business off Pacific View property. Violations of this policy, by any individual, will lead to disciplinary and/or legal action as appropriate.

This policy is intended to bring Pacific View into compliance with existing legal provisions requiring employers to provide a safe workplace; it is not intended to create any obligations beyond those required by existing law.

## **Definitions**

Workplace violence is any intentional conduct that is sufficiently severe, offensive, or intimidating to cause an individual to reasonably fear for his or her personal safety or the safety of his or her family, friends, and/or property such that employment conditions are altered or a hostile, abusive, or intimidating work environment is created for one or several Pacific View employees. Workplace violence may involve any threats or acts of violence occurring on Pacific View premises, regardless of the relationship between Pacific View and the parties involved in the incident. It also includes threats or acts of violence that affect the business interests of Pacific View or that may lead to an incident of violence on Pacific View premises. Threats or acts of violence occurring off Pacific View premises that involve employees, agents, or individuals acting as a representative of Pacific View, whether as victims of or active participants in the conduct, may also constitute workplace violence. Specific examples of conduct that may constitute threats or acts of violence under this policy include, but are not limited to, the following:

- a. Threats or acts of physical or aggressive contact directed toward another individual;
- b. Threats or acts of physical harm directed toward an individual or his/her family, friends, associates, or property;

- c. The intentional destruction or threat of destruction of Pacific View property or another employee's property;
- d. Harassing or threatening phone calls;
- e. Surveillance;
- f. Stalking;
- g. Veiled threats of physical harm or similar intimidation; and
- h. Any conduct resulting in the conviction under any criminal code provision relating to violence or threats of violence that adversely affects Pacific View's legitimate business interests. Workplace violence does not refer to occasional comments of a socially acceptable nature. These comments may include references to legitimate sporting activities, popular entertainment, or current events. Rather, it refers to behavior that is personally offensive, threatening, or intimidating.

## Enforcement

Any person who engages in a threat or violent action on Pacific View property may be removed from the premises as quickly as safety permits and may be required, at Pacific View's discretion, to remain off Pacific View premises pending the outcome of an investigation of the incident.

When threats are made or acts of violence are committed by employee(s), a judgment will be made by Pacific View as to what actions are appropriate, including possible medical evaluation and/or possible disciplinary action.

Once a threat has been substantiated, it is Pacific View's policy to put the threat-maker on notice that he/she will be held accountable for his/her actions and then implement a decisive and appropriate response.

Under this policy, decisions may be needed to prevent a threat from being carried out, a violent act from occurring, or a life-threatening situation from developing. No existing policy or procedure of Pacific View should be interpreted in a manner that prevents the making of these necessary decisions.

**Important Note:** Pacific View will make the sole determination of whether, and to what extent, threats or acts of violence will be acted upon by Pacific View. In making this determination, Pacific View may undertake a case-by-case analysis in order to ascertain whether there is a reasonable basis to believe that workplace violence has occurred. No provision of this policy shall alter the at-will nature of employment at Pacific View.

## **Operation of Vehicles**

The use of Pacific View-owned or Pacific View-leased vehicles and rental of vehicles for Pacific

View business are limited to authorized employees. These vehicles must only be used in work-related activities and may not be used for personal business or activities without the express prior approval of management the Board of Trustees.

All employees authorized to drive Pacific View-owned or Pacific View-leased vehicles or to rent vehicles for use in conducting Pacific View business must possess a current, valid California driver's license and an acceptable driving record. Any change in license status or driving record must be reported to management immediately. From time to time, Pacific View or its insurance carrier will request reports from the Department of Motor Vehicles regarding the license status and driving record of employees whose job responsibilities include driving.

A valid California driver's license must be in your possession while operating a vehicle off or on Pacific View property. It is the responsibility of every employee to drive safely and obey all traffic, vehicle safety, and parking laws or regulations. Drivers should demonstrate safe driving habits.

Certain employees may drive their own personal vehicles while conducting Pacific View business. These employees must maintain adequate personal automobile liability insurance. Employees doing so should promptly submit an expense report detailing the number of miles driven on Pacific View business. Pacific View will pay mileage reimbursement in accordance with applicable reimbursement rates. Employees are expected to observe the above policies while on Pacific View business, even if driving their own personal vehicles.

## **Use of Equipment**

All Pacific View property--including desks, storage areas, work areas, lockers, file cabinets, credenzas, computer systems, office telephones, cellular telephones, modems, facsimile machines, duplicating machines, and vehicles--must be used properly and maintained in good working order. Employees who lose, steal, or misuse Pacific View property may be personally liable for replacing or fixing the item and may be subject to discipline, up to and including discharge.

Pacific View reserves the right, at all times and without prior notice, to inspect and search any and all of its property for the purpose of determining whether this policy or any other policy of Pacific View has been violated, or when an inspection and investigation is necessary for purposes of promoting safety in the workplace or compliance with state and federal laws. These inspections may be conducted during or after business hours and in the presence or absence of the employee.

Employees are otherwise permitted to use Pacific View's equipment for occasional, non-work purposes with permission from their Executive Director. Nevertheless, employees have no right of privacy as to any information or file maintained in or on Pacific View property or transmitted through Pacific View. For purposes of inspecting, investigating, or searching employees' files or documents, Pacific View may override any applicable passwords, codes, or locks in accordance with the best interests of Pacific View, its employees, or its students and/or parents or visitors. All bills and other documentation related to the use of Pacific View equipment or property are the property of Pacific View and may be reviewed and used for purposes that Pacific View considers appropriate.

Employees may access only files or documents that they have permission to enter. Unauthorized

review, duplication, dissemination, removal, damage, or alteration of files, or other property of Pacific View, or improper use of information obtained by unauthorized means, may be grounds for disciplinary action, up to and including discharge.

## Use of Stationery & Mail Services

All engraved or printed Pacific View stationery, envelopes, and other work materials are for Pacific View business only. All employees must receive prior approval from the Executive Director before the release of letterhead documents. These materials may not be used for personal correspondence or non-business matters. When signing business letters on Pacific View letterhead, the employee's name and title or position must be used.

Employees are requested not to send or receive personal mail using Pacific View's mail services. Employees will be asked to reimburse the cost of postage for non-business related materials sent through Pacific View's mail services.

## **Employee Property**

Employees should not bring valuables to work. If necessary to do so, all valuables should be kept in a secure location. Pacific View will provide employees with a storage area for employees to store their belongings while at work. Employees may not use their own locks or other devices to secure lockers or other storage facilities provided by Pacific View. Pacific View assumes no responsibility for the loss, theft, or damage of employees' personal property.

## Solicitation & Distribution of Literature

Pacific View has established rules, applicable to all employees, to govern solicitation and distribution of written material during working time and entry onto the premises and work areas. All employees are expected to comply strictly with these rules.

- 1. No employee shall solicit or promote support for any cause or organization during his or her working time or during the working time of the employee or employees at whom the activity is directed;
- 2. No employee shall distribute or circulate any written or printed material in work areas at any time, during his or her working time, or during the working time of the employee or employees at whom the activity is directed; and
- 3. Non-employee visitors may be permitted to distribute written material on Pacific View property provided they identify themselves and follow Pacific View guidelines.

As used in this policy, "working time" includes all time for which an employee is paid and/or is scheduled to be performing services for Pacific View; it does not include break periods, meal periods, or periods in which an employee is not, and is not scheduled to be, performing services or work for Pacific View.

#### **Employee Parking**

Pacific View provides employees with parking on a first-come first-served basis. Employees may park vehicles in a non-reserved space. Some parking areas, however, may be reserved for disabled drivers, vendors, students and/or parents, vehicles belonging to Pacific View, and others. Pacific View will not be responsible for any damage to your vehicle or the contents of your vehicle while parked on Pacific View property.

#### **Bulletin Boards**

Bulletin boards are reserved for use by Pacific View for posting work-related notices or notices that must be posted pursuant to local, state, and federal law. From time to time, special notices and information for employees will be posted on the bulletin boards. Please check the boards regularly for these notices. Employee postings are not permitted.

## Work Schedule

Business hours are normally 8:00 a.m. -4:00 p.m. Monday through Friday. The regular workday schedule for non-exempt employees is eight (8) hours (7:45am-4:15pm); the regular workweek schedule is forty (40) hours. Exempt employees are also generally expected to be present during business hours and to commit whatever additional time is necessary to satisfactorily complete all job requirements.

## **Meal Periods**

Non-exempt employees are provided with at least a thirty (30) minute unpaid meal period, to be taken approximately in the middle of the workday. The Executive Director/designee should be aware of and approve your scheduled meal and rest periods.

You are expected to observe your assigned working hours and the time allowed for meal and rest periods. Do not leave the premises during your rest period and do not take more than fifteen (15) minutes for each rest period. You may leave the premises during the meal period.

## Attendance and Tardiness

All employees, whether exempt or non-exempt, are expected to arrive at work consistently and on time. Absenteeism and tardiness negatively affects the School's ability to implement its educational program and disrupts consistency in students' learning.

If you find it necessary to be absent or late, you are expected to contact the Executive Director/designee as soon as possible but no later than fifteen (15) minutes before the start of the workday. If you are absent from work longer than one day, you are expected to keep the Executive Director/designee sufficiently informed of your situation.

As noted in the section of this Handbook concerning prohibited conduct, excessive or unexcused absences or tardiness may result in disciplinary action up to and including release from at-will

employment with the School. Absence for more than two (2) consecutive days without notifying the Executive Director will be considered a voluntary resignation from employment.

## Time Cards/Records

By law, the School is obligated to keep accurate records of the time worked by non-exempt employees. Such employees shall be required to utilize the School's time sheet system.

Non-exempt employees must accurately document in and out of their shifts as this is the only way the payroll department knows how many hours each employee has worked and how much each employee is owed. The time sheet indicates when the employee arrived and when the employee departed. All non-exempt employees must document in and out for arrival and departure, along with lunch and for absences like doctor or dentist appointments. All employees are required to keep the office advised of their departures from and returns to the school premises during the workday.

Non-exempt employees are solely responsible for ensuring accurate information on their time sheets and remembering to record time worked. If an employee forgets to mark their time sheet or makes an error on the time sheet, the employee must contact the Executive Director/Designee to make the correction and such correction must be initialed by both the employee and the Executive Director/Designee.

Exempt employees may also be required to record their time worked and report full days of absence from work for reasons such as leaves of absence, sick leave, or personal business.

No one may record hours worked on another's worksheet. Any employee who tampers with his/her own time card, or another employee's time card, may be subjected to disciplinary action, up to and including release from at-will employment with the School.

## Use of E-mail, Voicemail and Internet Access

The School will permit employees to use its electronic mail, voicemail systems and Internet access subject to the following:

- 1. Minimal personal use as long as it does not interfere with timely job performance and is consistent with law and appropriate protocols.
- 2. The e-mail system and Internet access is not to be used in any way that may be disruptive, offensive to others, or harmful to morale. For example, sexually explicit images, ethnic slurs, racial epithets, or anything else that may be construed as harassment or disparagement of others based on their race, national origin, sex, sexual orientation, age, religious beliefs or political beliefs may not be displayed or transmitted.
- 3. Employees should not attempt to gain access to another employee's personal file of e-mail or voicemail messages without the latter's express permission.
- 4. School staff will not enter an employee's personal e-mail files or voicemail unless there is a business need to do so. The School retains a copy of all passwords; passwords unknown to

the School may not be used. System security features, including passwords and delete functions, do not neutralize the School's ability to access any message at any time. Employees must be aware that the possibility of such access always exists.

## Social Media

If an employee decides to keep a personal blog, and that blog discusses any aspect of his/her workplace activities, the following restrictions apply:

- School equipment, including its computers and electronics systems, may not be used for these purposes;
- Student and employee confidentiality policies must be adhered to;
- Employees must make clear that the views expressed in their social media are their own and not those of the School;
- Employees may not use the School's logos, trademarks and/or copyrighted material and are not authorized to speak on the School's behalf;
- Employees are prohibited from making discriminatory, defamatory, libelous or slanderous comments when discussing the School, the employee's supervisors, co-workers and competitors; and
- Employees must comply with all School policies, including, but not limited to, rules against sexual harassment and retaliation.

The School reserves the right to take disciplinary action against any employee whose social media violates this or other School policies.

## **Personal Business**

The School's facilities for handling mail and telephone calls are designed to accommodate School business. Please have your personal mail directed to your home address and limit personal telephone calls to an absolute minimum. Personal calls should not be made outside your immediate dialing area. Only toll-free personal calls may be made using school telephone lines. Do not use School material, time or equipment for personal projects.

## **Personal Appearance/Standards of Dress**

The Board of Trustees believes that staff serves as role models. They should therefore maintain professional standards of dress and grooming. Just as overall attitude and instructional competency contribute to a productive learning environment, so do appropriate dress and grooming.

The Board of Trustees encourages staff, during school hours, to wear clothing that will add dignity to the educational profession, will present an image consistent with their job responsibilities, and will not interfere with the learning process. Accordingly, all staff shall adhere to the Pacific View Charter School Dress Code. Copies may be obtained from the Director/designee.

## Health and Safety Policy

The School is committed to providing and maintaining a healthy and safe work environment for all employees.

You are required to know and comply with the School's General Safety Rules and to follow safe and healthy work practices at all times. You are required to report immediately to the Executive Director/designee any potential health or safety hazards, and all injuries or accidents.

In compliance with Proposition 65, the School will inform employees of any known exposure to a chemical known to cause cancer or reproductive toxicity.

## **Security Protocols**

The School has developed guidelines to help maintain a secure workplace. <u>Employees are required</u> to read and understand the PVCS Comprehensive School Safety and Crisis Plan. Be aware of unknown persons loitering in parking areas, walkways, entrances and exits and service areas. Report any suspicious persons or activities to the Executive Director/designee. Secure your desk or office at the end of the day. When called away from your work area for an extended length of time, do not leave valuable or personal articles around your work station that may be accessible. The security of facilities as well as the welfare of our employees depends upon the alertness and sensitivity of every individual to potential security risks. You should immediately notify the Executive Director/designee when keys are missing or if security access codes or passes have been breached.

## **Occupational Safety**

The School is committed to the safety of its employees, vendors, contractors and the public and to providing a clear safety goal for management.

The prevention of accidents is the responsibility of every School supervisor. It is also the duty of all employees to accept and promote the established safety regulations and procedures. Every effort will be made to provide adequate safety training. If an employee is ever in doubt how to perform a job or task safely, assistance should be requested. Unsafe conditions must be reported immediately.

It is the policy of the School that accident prevention shall be considered of primary importance in all phases of operation and administration. The School's management is required to provide safe and healthy working conditions for all employees and to establish and require the use of safe practices at all times.

Failure to comply with or enforce School safety and health rules, practices and procedures could result in disciplinary action up to and including possible termination.

## **Accident/Incident Reporting**

It is the duty of every employee to immediately or as soon as is practical report any accident or injury occurring during work or on School premises so that arrangements can be made for medical or first aid treatment, as well as for investigation and follow-up purposes.

## **Reporting Fires and Emergencies**

It is the duty of every employee to know how to report fires and other emergencies quickly and accurately. Employees should report any such emergency by calling Administration. In addition, all employees should know the local emergency numbers such as 911.

## **EMPLOYEE WAGES AND HEALTH BENEFITS**

## **Payroll Withholdings**

As required by law, the School shall withhold Federal Income Tax, State Income Tax, and Social Security (FICA) from each employee's pay as follows:

- 1. Federal Income Tax Withholding: The amount varies with the number of exemptions the employee claims and the gross pay amount.
- 2. State Income Tax Withholding: The same factors which apply to federal withholdings apply to state withholdings.
- 3. Social Security (FICA): The Federal Insurance Contribution Act requires that a certain percentage of employee earnings be deducted and forwarded to the federal government, together with an equal amount contributed by the School.

Every deduction from your paycheck is explained on your check voucher. If you do not understand the deductions, ask the Executive Director/designee to explain them to you.

You may change the number of withholding allowances you wish to claim for Federal Income Tax purposes at any time by filling out a new W-4 form and submitting it to the Executive Director/designee. The office maintains a supply of these forms.

All Federal, State, and Social Security taxes will be automatically deducted from paychecks. Federal Withholding Tax deduction is determined by the employee's W-4 form. The W-4 form should be completed upon hire and it is the employee's responsibility to report any changes in filing status to the Executive Director/designee and to fill out a new W-4 form.

At the end of the calendar year, a "withholding statement" (W-2) will be prepared and forwarded to each employee for use in connection with preparation of income tax returns. The W-2 shows Social Security information, taxes withheld and total wages.

#### **Overtime Pay**

Whether an employee is exempt from or subject to overtime pay will be determined on a case-bycase basis and will be indicated in the employee's job description. Generally, teachers and administrators are exempt. Non-exempt employees may be required to work beyond the regularly scheduled workday or workweek as necessary. Only actual hours worked in a given workday or workweek can apply in calculating overtime for non-exempt employees. The School will attempt to distribute overtime evenly and accommodate individual schedules. All overtime work must be previously authorized by the Executive Director/Designee. The School provides compensation for all overtime hours worked by non-exempt employees in accordance with state and federal law as follows:

For employees subject to overtime, all hours worked in excess of eight (8) hours in one workday or forty (40) hours in one workweek shall be treated as overtime. Compensation for hours in excess of forty (40) for the workweek or in excess of eight (8) and not more than twelve (12) for the workday, and for the first eight (8) hours on the seventh consecutive day in one workweek, shall be paid at a rate of one and one-half times the employee's regular rate of pay. Compensation for hours in excess of twelve (12) in one workday and an excess of eight (8) on the seventh consecutive workday of the workweek shall be paid at double the regular rate of pay.

Exempt employees may have to work hours beyond their normal schedules as work demands require. No overtime compensation will be paid to these exempt employees.

## **Payment of Wages**

Paydays are on the last day of the month, or the last workday before the last day of the month, for the preceding pay periods. If a regular payday falls on a weekend or holiday, employees will be paid on the preceding workday.

Paychecks are normally available by 4:00 p.m. on a payday. If there is an error in your check, please report it immediately to the Executive Director/designee. No one other than the employee to whom the paycheck is written will be allowed to pick up a paycheck unless written authorization has been given for another person to do so.

Your compensation will be subject to all state and federal withholding. Employees must complete a W-4 form when they are first hired and should report any changes in filing status to the Executive Director/designee.

## Wage Attachments and Garnishments

Under normal circumstances, the School will not assist creditors in the collection of personal debts from its employees. However, creditors may resort to certain legal procedures such as garnishments, levies or judgments that require the School, by law, to withhold part of your earnings in their favor.

You are strongly encouraged to avoid such wage attachments and garnishments. If the School is presented a second garnishment request concerning you, the Director/designee will discuss the situation with you.

## **Professional Growth**

Employees may be eligible for reimbursement for certain professional growth activities (e.g. conference registration, continuing education), in accordance with Pacific View fiscal policies and practices. The Executive Director/designee can give you additional information on this subject.

## Medical Benefits

## **Eligibility**

You are eligible for medical coverage if you are a full-time regular employee working for the School <u>as defined by school policy or applicable law.</u>

Employees who transition from part-time to full-time employment become eligible for full benefits on the first day of the month following the effective date of the change.

#### When Coverage Starts

Your coverage will begin on the first day of employment <u>or if hired after the 14<sup>th</sup> day of the month</u> it will start on the first day of the next month. Your enrollment form must be submitted to the Business Office within thirty (30) days of the date you first become eligible. This form serves as a request for coverage, and authorizes any payroll deductions necessary to pay for your coverage.

## **COBRA Benefits**

## Continuation of Medical, Dental, & Vision

# WHEN COVERAGE UNDER THE SCHOOL'S HEALTH PLAN ENDS, YOU OR YOUR DEPENDENTS MAY CONTINUE COVERAGE IN SOME SITUATIONS.

When your coverage under the School's medical and/dental or vision plans ends, you or your dependents can continue coverage for eighteen (18) or thirty-six (36) months, depending upon the reason benefits ended. To continue coverage, you must pay the full cost of coverage - your contribution and the School's previous contribution plus a possible administrative charge.

Medical coverage for you, your spouse, and your eligible dependent children can continue for up to 18 months if coverage ends because:

- Your employment ends, voluntarily or involuntarily, for any reason other than gross misconduct; or
- Your hours of employment are reduced below the amount required to be considered a fulltime employee or part-time, making you ineligible for the plan.

This eighteen (18) month period may be extended an additional eleven (11) months if you are disabled at the time of your termination or reduction in hours if you meet certain requirements. This eighteen (18) month period also may be extended if other events (such as a divorce or death) occur during the eighteen (18) month period.

Your spouse and eligible dependents can continue their health coverage for up to thirty-six (36) months if coverage ends because:

• You die while covered by the plan;

- You and your spouse become divorced or legally separated;
- You become eligible for Medicare coverage, but your spouse has not yet reached age sixtyfive (65); or
- Your dependent child reaches an age which makes him or her ineligible for coverage under the plan. (age 19 or if a full time student age 25).

Rights similar to those described above may apply to spouses and dependents if the employer commences a bankruptcy proceeding and those individuals lose coverage.

The School will notify you or your dependants if coverage ends due to termination or a reduction in your work hours. If you become eligible for Medicare, divorced or legally separated, die, or when your child no longer meets the eligibility requirements, you or a family member are responsible for notifying the School within thirty (30) days of the event. The School will then notify you or your dependents of your rights.

Health coverage continuation must be elected within sixty (60) days after receiving notice of the end of coverage, or within sixty (60) days after the event causing the loss, whichever is later.

There are certain circumstances under which coverage will end automatically. This happens if:

- Premiums for continued coverage are not paid within thirty (30) days of the due date;
- You (or your spouse or child) becomes covered under another group health plan which does not contain any exclusion or limitation with respect to any pre-existing condition you (or your spouse or child, as applicable) may have;
- The School stops providing group health benefits;
- You (or your spouse or child) become entitled to Medicare; or
- You extended coverage for up to twenty-nine (29)\_months due to disability and there has been a final determination that you are no longer disabled.

# PERSONNEL EVALUATION AND RECORD KEEPING

## **Employee Reviews and Evaluations**

Each employee will receive periodic performance reviews conducted by the <u>Executive</u> Director or designee. Performance evaluations will be conducted annually, on or about the end of the school year. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems.

Your performance evaluations may review factors such as the quality and quantity of the work you perform, your knowledge of the job, your initiative, your work attitude, and your attitude toward others. The performance evaluations are intended to make you aware of your progress, areas for improvement, and objectives or goals for future work performance. Favorable performance evaluations do not guarantee increases in salary or promotions. Promotions are solely within the discretion of the School and depend upon many factors in addition to performance. After the review, you will be required to sign the evaluation report simply to acknowledge that it has been presented to you, that you have discussed it with the Executive Director/Designee, and that you are aware of its contents.

On a periodic basis, the Executive Director/Designee will review your job performance with you in order to establish goals for future performance and to discuss your current performance. The School's evaluation system will in no way alter the employment at-will relationship.

## **Personnel Files and Record Keeping Protocols**

At the time of your employment, a personnel file is established for you. Please keep the Executive Director/designee advised of changes that should be reflected in your personnel file. Such changes include: change in address, telephone number, marital status, number of dependents and person(s) to notify in case of emergency. Prompt notification of these changes is essential and will enable the School to contact you should the change affect your other records.

You have the right to inspect certain documents in your personnel file, as provided by law, in the presence of a School representative, at a mutually convenient time. You also have the right to obtain a copy of your personnel file as provided by law. You may add your comments to any disputed item in the file. The School will restrict disclosure of your personnel file to authorized individuals within the School. A request for information contained in the personnel file must be directed to the Executive Director/designee. Only the Executive Director or designee is authorized to release information about current or former employees. Disclosure of information to outside sources will be limited. However, the School will cooperate with requests from authorized law enforcement or local, state or federal agencies conducting official investigations or as otherwise legally required.

# HOLIDAYS AND LEAVES

## Holidays

Pacific View calendar reflects any and all holidays observed by the School. The following holidays are generally observed by public entities, including public schools:

- New Year's Day
- Martin Luther King Jr. Birthday
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving
- Friday after Thanksgiving
- Day before Christmas
- Christmas Day

Other days during the school year, such as non-working days during the School's employee's calendared breaks, shall be unpaid time for all non-exempt employees in active status.

-Religious Holidays - Recognized religious holidays may be taken off by an employee whose religion requires observance of the particular day. Employees must request the day off in advance by written notice to the Executive Director/Designee. The employee will be paid if the religious holiday is taken as an earned personal necessity day. The employee will not be paid if the religious holiday is taken as a personal leave of absence day.

-Employees on any leave of absence do not earn vacation or accrue sick pay.

## Sick Leave

Sick leave is a form of insurance that employees accumulate in order to provide a cushion for incapacitation due to illness or injury. It is intended to be used only when actually required to recover from illness or injury; Skick leave is not for "personal" absences. Sick leave may be taken to receive preventive care (including annual physicals or flu shots) or to diagnose, treat, or care for an existing health condition. Employees may also use sick leave to assist a family member (*i.e.*, children, parents, spouses/domestic partners, grandparents, grandchildren, or siblings) who must receive preventative care or a diagnosis, treatment, or care for an existing health condition. Finally, employees may take paid sick leave to receive medical care or other assistance to address instances of domestic violence, sexual assault, or stalking. Time off for medical and dental appointments will be treated as sick leave. The School will not tolerate abuse or misuse of your sick leave privileges.

Pacific View offers paid sick leave to <u>regular full time eEmployees</u> who work at least thirty (30) days within the span of a single calendar year from the commencement of employment. Employees cannot use paid sick leave until the ninetieth (90<sup>th</sup>) calendar day following the employee's start date.

You-Salaried employees will accrue paid sick leave at the rate of one (1) day per month worked allotted to each school year. Hourly employees will accrue paid sick leave at the rate of one (1) hour for every thirty (30) hours worked. Accrued sick leave carries over from year to year, however, no hourly employee may accrue more than forty-eight (48) hours of sick leave. Once an hourly employee reaches this accrual cap, no further paid sick leave shall accrue. and Tthe School does not pay employees in lieu of unused sick leave.

If you are absent longer than four (4) consecutive days due to illness (or for intermittent absences due to the same reason), medical evidence of your illness and/or medical certification of your fitness to return to work, satisfactory to the School, will be required <u>before the School honors any sick pay requests</u>. The School may <u>withhold sick pay iftake disciplinary action against</u> any <u>employee that</u> it suspects that has misused sick leave has been misused.

Employees using sick leave will receive pay at their normal base rate by no later than the payday for the next regular payroll period after the sick leave was taken. However, if an Employee has used at least twenty-four (24) hours of paid sick leave in a single year, the School may require the Employee to provide a satisfactory verification of illness or disability prior to authorizing the Employee to receive payment for any additional paid sick leave the Employee used.

Once an employee has exhausted sick leave, the employee may continue on an unpaid medical leave depending upon the facts and circumstances of the employee's basis for leave beyond accrued sick leave. Employee requests for unpaid medical leave must be approved in advance by the School. Pacific View reserves the right to request a medical certification from an employee on an unpaid medical leave at any time.

## **Catastrophic Illness Leave**

When a catastrophic illness or injury incapacitates an employee or a member of his/her family for an extended period of time and the employee has exhausted all paid leaves of absence, other employees may donate accrued sick leave to that employee in accordance with the following:

1. "Catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family which incapacity requires the employee to take off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he/she has exhausted all of his/her sick leave and other paid time off.

"Member of the employee's family" shall be limited to mother, father, grandmother, grandfather or grandchild of the employee or of the spouse or domestic partner of the employee, and the spouse, domestic partner, son, son-in-law, daughter, daughter-in law, brother or sister of the employee or any relative living in the immediate house of the employee.

2. Upon requesting donations under this program, the employee shall provide verification of the catastrophic injury or illness. Verification shall be made by means of a letter, dated and signed by the sick or injured person's physician indicating the incapacitating nature and

probable duration of the illness or injury. The School's Executive Director, or designees, shall determine that the employee is unable to work due to the employee's or his or her family member's catastrophic illness or injury.

- 3. On forms prepared and approved by the School, any employee may donate up to two (2) days accumulated and unused sick leave to another employee who has suffered or whose family member has suffered a catastrophic illness or injury and who has exhausted all fully paid leaves. (Current year sick leave days advanced, but not yet earned, may not be donated). The PVCS Executive Director, or designee, shall approve the transfer of eligible leave.
- 4. The PVCS Executive Director or designee shall determine:
  - a. That the employee is unable to work due to the employee's or his/her family member's catastrophic illness or injury; and
  - b. That the employee has exhausted all accrued paid leave.
- 5. When the above verification and determinations are made, the PVCS Executive Director or designee may approve the transfer of sick leave.
- 6. The PVCS Executive Director or designee shall inform employees of the means by which donations may be made in response to the employee's request.
- 7. Any employee, upon written notice to the School, may donate accrued sick leave to the requesting employee at a minimum of one (1) day, prorated per donating employee work day, and in one (1) hour increments thereafter. All transfers of eligible leave shall be irrevocable.
- 8. To ensure that employees retain sufficient accrued sick leave to meet their own needs, donors shall not reduce their accumulated sick leave to a level which would create a hardship on themselves. Employees cannot donate an amount of sick leave which would leave their own balance at less than ten (10) days.
- 9. An employee who receives paid leave pursuant to this program shall use any leave that he/she continues to accrue on a monthly basis before receiving paid leave pursuant to this program.
- 10. The employee who is recipient of the donated leave shall use such leave in compliance with their approved Catastrophic Leave Application.
- 11. The PVCS Executive Director or designee shall ensure that all donations are confidential.

## **Personal Necessity Leave**

All <u>salaried</u> employees may use up to seven (7) days of sick leave for personal necessity leave per year. Employees may use up to five (5) days of personal necessity for personal business with prior approval. Uses of personal necessity leave may include, but are not limited to, death or serious

illness of a member of the employee's immediate family (this is in addition to Bereavement Leave), an accident involving the employee's person or property, or the person or property of an immediate family member, adoption of a child, the birth of child making it necessary for an employee who is the father of the child to be absent from his position during work hours. Final approval of Personal Necessity and/or Personal Business Leave shall be determined by the Executive Director. Employees must request personal necessity leave at least one (1) week in advance unless an emergency situation occurs.

## Flex Days

Employees hired before June 2005 are entitled to five (5) flex days per year. These days may be used at the discretion of the employee with prior approval from the administration.

- 1. For the use of 1 4 flex days, the administration must receive the request seven (7) working days in advance.
- 2. For the use of all five (5) flex days, the administration must receive the request fourteen (14) working days in advance.
- 3. Flex Days may only accrue up to six (6) days.cannot be accumulated from year to year
- 4. Flex Days cannot be used in conjunction with Personal Business Days.
- 5. Up to three (3) Flex Days may be taken in conjunction with one (1) calendared Holiday day.
- 6. Flex Days cannot be used during registration week.
- 7. Flex Days cannot be used during Testing Dates.
- If a request is presented during the testing window it will automatically be denied until the dates have been established.
- 9. Flex Days cannot be taken on Graduation Day.
- 10. You must either partner with your file buddy or your roommate to help your students while you are gone.

## Upon separation from employment, Pacific View shall pay employees for any unused flex days.

## **General Information Regarding Leaves of Absence**

Pacific View may grant a leave of absence in certain circumstances. You should notify the Executive Director in writing as soon as you become aware that you may need a leave of absence. Pacific View will consider your request in accordance with applicable law and Pacific View's leave policies. You will be notified whether your leave request is granted or denied. If you are granted leave, you must comply with the terms and conditions of the leave, including keeping in touch with the Executive Director during your leave, and giving prompt notice if there is any change in your

#### return date.

You must not accept other employment or apply for unemployment insurance while you are on a leave of absence. Acceptance of other employment while on leave will be treated as a voluntary resignation from employment at Pacific View. Benefits, such as sick leave, will not accrue while you are on a leave of absence. Upon return from a leave of absence, you will be credited with the full employment status that existed prior to the start of the leave.

Pacific View may hold in abeyance or proceed with any counseling, performance review, or disciplinary action, including discharge, that was contemplated prior to any employee's request for or receipt of a leave of absence or that has come to Pacific View's attention during the leave. If any action is held in abeyance during the leave of absence, Pacific View reserves the right to proceed with the action upon the employee's return. Requesting or receiving a leave of absence in no way relieves employees of their obligation while on the job to perform their job responsibilities capably and up to Pacific View's expectations and to observe all Pacific View policies, rules, and procedures.

#### **Unpaid Leave of Absence**

Pacific View recognizes that special situations may arise where an employee must leave his or her job temporarily. At its discretion, the School may grant employees leaves of absence. Any unpaid leave of absence must be approved in advance by the School.

The granting of a leave of absence always presumes the employee will return to active work by a designated date or within a specific period.

If you are currently covered, medical, and dental coverage will remain in force during a medical or worker's compensation leave of absence, provided you pay the appropriate premiums. Whether you are required to pay your own premiums will depend upon the length of your leave of absence. During a family/medical leave, your medical and dental benefits will remain in force provided you pay the appropriate premiums. Benefits are terminated the day any other type of leave begins. If an employee fails to return from a leave and is subsequently terminated, the employee is entitled to all earned but unused vacation leave, provided that the leave was earned prior to the commencement of leave.

No paid leave time is accrued during any type of unpaid leave of absence.

## Family Care and Medical Leave

This policy explains how the School complies with the federal Family and Medical Leave Act ("FMLA") and the California Family Rights Act ("CFRA"), both of which require the School to permit each eligible employee to take up to twelve (12) workweeks (or twenty-six (26) workweeks where indicated) of FMLA leave in any twelve (12)-month period for the birth/adoption of a child, the employee's own serious illness or to care for certain family members who have a serious illness purposes enumerated below. For purposes of this policy, all leave taken under FMLA or CFRA will be referred to as "FMLA leave."

Employee Eligibility Criteria

To be eligible for FMLA leave, the employee must have been employed by the School for the last <u>twelve (12)</u> months and must have worked at least 1,250 hours during the <u>twelve (12)</u>-month period immediately preceding commencement of the FMLA leave.

Events That May Entitle an Employee To FMLA Leave

The <u>twelve (12)</u>-week (or twenty-six (26) workweeks where indicated) FMLA allowance includes any time taken (with or without pay) for any of the following reasons:

- 1. To care for the employee's newborn child or a child placed with the employee for adoption or foster care. Leaves for this purpose must conclude <u>twelve (12)</u> months after the birth, adoption, or placement. If both parents are employed by the School, they will be entitled to a combined total of <u>twelve (12)</u> weeks of leave for this purpose.
- 2. Because of the employee's own serious health condition (including a serious health condition resulting from an on-the-job illness or injury) that makes the employee unable to perform any one or more of the essential functions of his or her job (other than a disability caused by pregnancy, childbirth, or related medical conditions, which is covered by the School's separate pregnancy disability policy).
- 3. To care for a spouse, domestic partner, child, or parent with a serious health condition or military service-related injury. When an employee is providing care to a spouse, son, daughter, parent, or next of kin who is a covered Armed Forces servicemember with a serious injury or illness, the employee may take a maximum of twenty-six (26) weeks of FMLA leave in a single twelve (12) month period to provide said care.
- 4. For any "qualifying exigency" because the employee is the spouse, son, daughter, or parent of an individual on active military duty, or an individual notified of an impending call or order to active duty, in the Armed Forces.
- 5. A "serious health condition" is an illness, injury, impairment, or physical or mental condition that involves: (1) inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care; or (2) continuing treatment by a health care provider.

Amount of FMLA Leave Which May Be Taken

1. FMLA leave can be taken in one or more periods, but may not exceed twelve (12) workweeks total for any purpose in any <u>twelve (12)</u>\_month period, as described below, for any one, or combination of the above-described situations. "Twelve workweeks" means the equivalent of twelve (12)\_of the employee's normally scheduled workweeks. For a full-time employee who works five (5) eight (8) -hour

days per week, "twelve workweeks" means sixty (60) working and/or paid eight (8) hour days.

- 2. An-In addition to the twelve (12) workweeks of FMLA leave that may be taken, an employee who is the spouse, son, daughter, parent, or next of kin of a covered Armed Forces <u>service</u>member shall <u>also</u> be entitled to a total of twenty-six (26) workweeks of FMLA leave during a twelve (12) month period to care for the <u>Armed Forces service</u>member.
- 3. The "12 month period" in which twelve (12) weeks of FMLA leave may be taken is the twelve (12) month period immediately preceding the commencement of any FMLA leave.
- 4. If a holiday falls within a week taken as FMLA leave, the week is nevertheless counted as a week of FMLA leave. If, however, the School's business activity has temporarily ceased for some reason and employees are generally not expected to report for work for one or more weeks, such as the Winter Break, Spring Break, or Summer Vacation, the days the School's activities have ceased do not count against the employee's FMLA leave entitlement.
- Pay during FMLA Leave
- 1. An employee on FMLA leave because of his or her own serious health condition must use all accrued paid sick leave and vacation at the beginning of any otherwise unpaid FMLA leave period.
- An employee on FMLA leave for child care or to care for a spouse, domestic partner, parent, or child with a serious health condition <u>may must</u> use any or all accrued <u>sick</u> paid-leave at the beginning of any otherwise unpaid FMLA leave.
- 3. <u>All otherIf an employee has exhausted his/her sick leave, leave taken under FMLA FMLA leaves are shall be</u> unpaid leaves.
- 4. The receipt of <u>paidsick</u> leave\_<u>pay</u>, or State Disability Insurance benefits will not extend the length of the FMLA leave. <u>Paid leaveSick pay</u> accrues during any period of unpaid FMLA leave only until the end of the month in which unpaid leave began.

## Health Benefits

The provisions of the School's various employee benefit plans govern continuing eligibility during FMLA leave, and these provisions may change from time to time. The health benefits of employees on FMLA leave will be paid by the School during the leave at the same level and under the same conditions as coverage would have been provided if the employee had been continuously employed during the leave period. When a request for FMLA leave is granted, the School will give the employee written confirmation of the arrangements made for the payment of insurance premiums during the leave period.

The School may recover the health benefit costs paid on behalf of an employee during his/her FMLA leave if:

- 1. The employee fails to return from leave after the period of leave to which the employee is entitled has expired. An employee is deemed to have "failed to return from leave" if he/she works less than thirty (30) days after returning from FMLA leave; and
- 2. The employee's failure to return from leave is for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to FMLA leave, or other circumstances beyond the control of the employee.

## Seniority

An employee on FMLA leave remains an employee and the leave will not constitute a break in service. An employee who returns from FMLA leave will return with the same seniority he/she had when the leave commenced. An employee who was absent from work while fulfilling his or her covered service obligation under the Uniformed Services Employment and Reemployment Rights Act (USERRA) shall be credited, upon his or her return to the School, with the hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA-covered service.

## Medical Certifications

- 1. An employee requesting FMLA leave because of his/her own or a relative's serious health condition must provide medical certification from the appropriate health care provider on a form supplied by the School. Failure to provide the required certification in a timely manner (within fifteen (15) days of the leave request) may result in denial of the leave request until such certification is provided.
- 2. The School will notify the employee in writing if the certification is incomplete or insufficient, and will advise the employee what additional information is necessary in order to make the certification complete and sufficient. The School may contact the employee's health care provider to authenticate or clarify information in a deficient certification if the employee is unable to cure the deficiency.
- 3. If the School has reason to doubt the medical certification supporting a leave because of the employee's own serious health condition, the School may request a second opinion by a health care provider of its choice (paid for by the School). If the second opinion differs from the first one, the School will pay for a third, mutually agreeable, health care provider to provide a final and binding opinion.
- 4. Recertifications are required if leave is sought after expiration of the time estimated by the health care provider. Failure to submit required recertifications can result in termination of the leave.

Procedures for Requesting and Scheduling FMLA Leave

- 1. An employee should request FMLA leave by completing a Request for Leave form and submitting it to the Executive Director/designee. An employee asking for a Request for Leave form will be given a copy of the School's then-current FMLA leave policy.
- 2. Employees should provide not less than thirty (30) days notice or such shorter notice as is practicable, for foreseeable childbirth, placement, or any planned medical treatment for the employee or his/her spouse, domestic partner, child, or parent. Failure to provide such notice is grounds for denial of a leave request, except if the need for FMLA leave was an emergency or was otherwise unforeseeable.
- 3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
- 4. If FMLA leave is taken because of the employee's own serious health condition or the serious health condition of the employee's spouse, domestic partner, parent or child, the leave may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition.
- 5. If FMLA leave is taken because of the birth of the employee's child or the placement of a child with the employee for adoption or foster care, the minimum duration of leave is two (2) weeks, except that the School will grant a request for FMLA leave for this purpose of at least one day but less than two (2) weeks' duration on any two (2) occasions.
- 6. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee or a family member, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits and that better accommodates recurring periods of leave than the employee's regular position.
- 7. In most cases, the School will respond to an FMLA leave request within two (2) days of acquiring knowledge that the leave is being taken for an FMLA-qualifying reason and, in any event, within ten (10) five (5) business days of receiving the request, absent extenuating circumstances. If an FMLA leave request is granted, the School will notify the employee in writing that the leave will be counted against the employee's FMLA leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.
- Return to Work
  - 1. Upon timely return at the expiration of the FMLA leave period, an employee (other than a "key" employee whose reinstatement would cause serious and grievous injury to the School's operations) is entitled to the same or a comparable position with the

same or similar duties and virtually identical pay, benefits, and other terms and conditions of employment unless the same position and any comparable position(s) have ceased to exist because of legitimate business reasons unrelated to the employee's FMLA leave.

- 2. When a request for FMLA leave is granted to an employee (other than a "key" employee), the School will give the employee a written guarantee of reinstatement at the termination of the leave (with the limitations explained above).
- 3. Before an employee will be permitted to return from FMLA leave taken because of his or her own serious health condition, the employee must obtain a certification from his or her health care provider that he or she is able to resume work.
- 4. If an employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.

Limitations on Reinstatement

- 1. The School may refuse to reinstate a "key" employee if the refusal is necessary to prevent substantial and grievous injury to the School's operations. A "key" employee is an exempt salaried employee who is among the highest paid 10% of the School's employees within seventy-five (75) miles of the employee's worksite.
- 2. A "key" employee will be advised in writing at the time of a request for, or if earlier, at the time of commencement of, FMLA leave, that he/she qualifies as a "key" employee and the potential consequences with respect to reinstatement and maintenance of health benefits if the School determines that substantial and grievous injury to the School's operations will result if the employee is reinstated from FMLA leave. At the time it determines that refusal is necessary, the School will notify the "key" employee in writing (by certified mail) of its intent to refuse reinstatement and will explain the basis for finding that the employee's reinstatement would cause the School to suffer substantial and grievous injury. If the School realizes after the leave has commenced that refusal of reinstatement is necessary, it will give the employee at least ten (10) days to return to work following the notice of its intent to refuse reinstatement.
- Employment during Leave

An-<u>No</u> employee, including employees on FMLA leave, may not accept employment with any other employer without the School's written permission. An employee who accepts such employment without the School's position will be deemed to have resigned from employment at the School.

**Pregnancy Disability Leave** 

This policy explains how the School complies with the California Pregnancy Disability Act, which requires the School to give each female employee an unpaid leave of absence of up to four (4) months, as needed, for the period(s) of time a woman is actually disabled by pregnancy, childbirth, or related medical conditions.

Employee Eligibility Criteria

To be eligible for pregnancy disability leave, the employee must be disabled by pregnancy, childbirth, or a related medical condition and must provide appropriate medical certification concerning the disability.

• Events That May Entitle an Employee to Pregnancy Disability Leave

The four<u>(4)</u>-month pregnancy disability leave allowance includes any time taken (with or without pay) for any of the following reasons:

- 1. The employee is unable to work at all or is unable to perform any one or more of the essential functions of her job without undue risk to herself, the successful completion of her pregnancy, or to other persons because of pregnancy or childbirth, or because of any medically recognized physical or mental condition that is related to pregnancy or childbirth (including severe morning sickness); or
- 2. The employee needs to take time off for prenatal care.
- Duration of Pregnancy Disability Leave

Pregnancy disability leave may be taken in one or more periods, but not to exceed four months total. "Four months" means the number of days the employee would normally work within four months. For a full-time employee who works five (5) eight (8) hour days per week, four (4) months means 693 hours 88 working and/or paid eight hour days of leave-(40 hours per week times 17 1/3 weeks) entitlement based on an average of 22 working days per month for four months.

For employees who work more or less than forty (40) hours per week, or who work on variable work schedules, the number of working days that constitutes four (4) months is calculated on a pro rata or proportional basis. For example, for an employee who works twenty (20) hours per week, "four months" means 346.5 hours of leave entitlement (20 hours per week times 17 1/3 weeks). For an employee who normally works forty-eight (48) hours per week, "four months" means 832 hours of leave entitlement (48 hours per week times 17 1/3 weeks).

At the end or depletion of an employee's pregnancy disability leave, an employee who has a physical or mental disability (which may or may not be due to pregnancy, childbirth, or related medical conditions) may be entitled to reasonable accommodation. Entitlement to additional leave must be determined on a case-by case basis, taking into account a number of considerations such as whether an extended leave is likely to be effective in allowing the employee to return to work at the end of the leave, with or without further reasonable

accommodation, and whether or not additional leave would create an undue hardship for the School. The School is not required to provide an indefinite leave of absence as a reasonable accommodation.

Pregnancy disability leave does not count against the leave which may be available as Family Care and Medical Leave.

- Pay during Pregnancy Disability Leave
  - 1. An employee on pregnancy disability leave must use all accrued paid sick leave and may use any or all accrued <u>paid leavevacation</u> time at the beginning of any otherwise unpaid leave period.
  - 2. The receipt of <u>paid-vacation pay, sick leave pay</u>, or state disability insurance benefits will not extend the length of pregnancy disability leave.
- 3. <u>Paid leave-Vacation and sick pay</u> accrues during any period of unpaid pregnancy disability leave only until the end of the month in which the unpaid leave began.
- Health Benefits

The provisions of the School's various employee benefit plans govern The School shall provide continued health insurance coverage while an employee is on eligibility during pregnancy disability leave consistent with applicable law. The continuum of health benefits is for a maximum of four (40 months in a twelve (12) month period. The School can recover premiums that it already paid on behalf of an employee if both of the following conditions are met: and these provisions may change from time to time. When a request for pregnancy disability leave is granted, the School will give the employee written confirmation of the arrangements made for the payment of insurance premiums during the leave period.

1. The employee fails to return from leave after the designated leave period expires.

- 2. The employee's failure to return from leave is for a reason other than the following:
  - The employee is taking leave under the California Family Rights Act.
  - There is a continuation, recurrence or onset of a health condition that entitles the employee to pregnancy disability leave.
  - There is a non-pregnancy related medical condition requiring further leave.
  - Any other circumstance beyond the control of the employee.
- Seniority

An employee on pregnancy disability leave remains an employee of the school and a leave

will not constitute a break in service. When an employee returns from pregnancy disability leave, she will return with the same seniority she had when the leave commenced,

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Medical Certifications

- 1. An employee requesting a pregnancy disability leave must provide medical certification from her healthcare provider on a form supplied by the School. Failure to provide the required certification in a timely manner (within fifteen (15) days of the leave request) may result in a denial of the leave request until such certification is provided.
- 2. Recertifications are required if leave is sought after expiration of the time estimated by the healthcare provider. Failure to submit required recertifications can result in termination of the leave.
- Requesting and Scheduling Pregnancy Disability Leave
  - 1. An employee should request pregnancy disability leave by completing a Request for Leave form and submitting it to the Executive Director/Designee. An employee asking for a Request for Leave form will be referred to the School's then current pregnancy disability leave policy.
  - 2. Employee should provide not less than thirty (30) days or as <u>soon short</u> of notice as is practicable, if the need for the leave is foreseeable. Failure to provide such notice is grounds for denial of the leave request, except if the need for pregnancy disability leave was an emergency and was otherwise unforeseeable.
  - 3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
  - 4. Pregnancy disability leave may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee's healthcare provider.
  - 5. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits that better accommodates recurring periods of leave than the employee's regular position.
  - 6. In most cases, the School will respond to a pregnancy disability leave request within two (2) days of acquiring knowledge that the leave qualifies as pregnancy disability and, in any event, within ten (10) days of receiving the request. If a pregnancy disability leave request is granted, the School will notify the employee in writing and leave will be counted against the employee's pregnancy disability leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

#### Return to Work

- 1. Upon timely return at the expiration of the pregnancy disability leave period, an employee is entitled to the same position unless the employee would not otherwise have been employed in the same position (at the time reinstatement is requested). If the employee is not reinstated to the same position, she must be reinstated to a comparable position unless <u>one of the following is applicable:</u> there is no comparable position available, but filling that position with the returning employee would substantially undermine the School's ability to operate the business safely and efficiently. A "comparable" position is a position that involves the same or similar duties and responsibilities and is virtually identical to the employee's original position in terms of pay, benefits, and working conditions.
  - a. The employer would not have offered a comparable position to the employee if she would have been continuously at work during the pregnancy disability leave.
  - b. There is no comparable position available, to which the employee is either qualified or entitled, on the employee's scheduled date of reinstatement or within sixty (60) calendar days thereafter. The School will take reasonable steps to provide notice to the employee if and when comparable positions become available during the sixty (60) day period.
- 2. When a request for pregnancy disability leave is granted to an employee, the School will give the employee a written guarantee of reinstatement at the end of the leave (with the limitations explained above).
- 3. Before aIn accordance with School policy, before an employee will be permitted to return from a pregnancy disability leave of three (3) days or more, the employee must obtain a certification from her healthcare provider that she is able to resume work.
- 4. If the employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.

Employment during Leave

<u>An-No</u> employee, <u>including employees</u> on pregnancy disability leave, may not accept employment with any other employer without the School's written permission. An employee who accepts such employment <u>without written permission</u> will be deemed to have resigned from employment at the school.

## Industrial Injury Leave (Workers' Compensation)

The School, in accordance with State law, provides insurance coverage for employees in case of work-related injuries. The workers' compensation benefits provided to injured employees may include:

- Medical care;
- Cash benefits, tax-free to replace lost wages; and
- Vocational rehabilitation to help qualified injured employees return to suitable employment.

To ensure you receive any worker's compensation benefits to which you may be entitled, you will need to:

- Immediately report any work-related injury to the Executive Director/designee;
- Seek medical treatment and follow-up care if required;
- Complete a written Employee's Claim Form (DWC Form 1) and return it to the Executive Director/designee; and
- Provide the School with a certification from your health care provider regarding the need for workers' compensation disability leave as well as your eventual ability to return to work from the leave.

It is the School's policy that when there is a job-related injury, the first priority is to insure that the injured employee receives appropriate medical attention. The School, with the help of its insurance carrier, has selected medical centers to meet this need. Each medical center was selected for its ability to meet anticipated needs with high quality medical service and a location that is convenient to the School's operation.

- If an employee is injured on the job, he/she is to go or be taken to the approved medical center for treatment. If injuries are such that they require the use of emergency medical systems (EMS) such as an ambulance, the choice by the EMS personnel for the most appropriate medical center or hospital for treatment will be recognized as an approved center.
- All accidents and injuries must be reported to the Executive Director/Designee and to the
  individual responsible for reporting to the School's insurance carrier. Failure by an
  employee to report a work-related injury by the end of his/her shift could result in loss of
  insurance coverage for the employee. An employee may choose to be treated by his/her
  personal physician at his/her own expense, but he/she is still required to go to the School's
  approved medical center for evaluation. All job-related injuries must be reported to the
  appropriate State Workers' Compensation Bureau and the insurance carrier.

- When there is a job-related injury that results in lost time, the employee must have a medical release from the School's approved medical facility before returning to work.
- Any time there is a job-related injury, the School's policy requires drug/alcohol testing along with any medical treatment provided to the employee.

## Military and Military Spousal Leave of Absence

The School shall grant a military leave of absence to any employee who must be absent from work due to service in the uniformed services in accordance with the Uniformed Services Employment and Re-Employment Rights Act of 1994 ("USERRA"). All employees requesting military leave must provide advance written notice of the need for such leave, unless prevented from doing so by military necessity or if providing notice would be impossible or unreasonable.

If military leave is for thirty (30) or fewer days, Pacific View Charter School shall continue the employee's health benefits. For service of more than thirty (30) days, employee shall be permitted to continue their health benefits at their option through COBRA. Employees are entitled to use accrued paid time off as wage replacement during time served, provided such paid time off accrued prior to the leave.

Pacific View will reinstate those employees returning from military leave to their same or comparable position, status, and pay if they have a certificate of satisfactory completion of service and apply within ninety (90) days after release from active duty or within such extended period, if any, as required by law. Exceptions to this policy will occur wherever necessary to comply with applicable laws.

Pacific View Charter School shall grant up to ten (10) days of unpaid leave to employees who work more than twenty (20) hours per week and who are spouses of deployed military servicemen and servicewomen. The leave may be taken when the military spouse is on leave from deployment during a time of military conflict. To be eligible for leave, an employee must provide the Charter School with (1) notice of intention to take military spousal leave within two (2) business days of receiving official notice that the employee's military spouse will be on leave from deployment, and (2) documentation certifying that the employee's military spouse will be on leave from deployment during the time that the employee requests leave.

## **Bereavement Leave**

Pacific View provides time off to employees who experience a death within their family. All regular employees who experience a death within their family may take up to three days off with pay to handle affairs related to the death. For purposes of paid time off, family is defined as mother, father, wife, husband, life partner, daughter, son, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandson, granddaughter, and grandparent.

You may also be granted up to one full day of paid funeral leave if you wish to attend the funeral of a relative who is not your immediate family. Days off must be taken consecutively. Documentation verifying the loss must be presented to the Executive Director/Designee immediately upon return to work.

## Jury Duty or Witness Leave

For all exempt/non exempt employees, the School will pay for up to ten (10) days if you are called to serve on a jury.

For all exempt employees, the School will pay for time off if an employee is called to serve on a jury provided the employee continues to provide work duties as assigned. For all employees, the School will pay for up to ten -(10) days if you are called to serve on a jury.

## Vacation Leave

Pacific View Charter School (PVCS) offers vacation leave to regular full-time employees that are hired under the Confidential Classified Salary Schedule (CCSS) or Executive Leadership Schedule (ELS) as a part of their compensation package. Vacation will be accrued annually at a rate of twelve (12) days for CCSS employees and twenty-three (23) days for ELS employees. The vacation leave policies apply exclusively to the aforementioned employee groups with the exception of contractual agreements voted on by the Board of Trustees.

While PVCS recognizes the importance of vacation time as a period of rest and rejuvenation away from the job, vacations must be scheduled with due consideration for "peak traffic periods" in the school. Vacation leave must be scheduled and approved by the immediate supervisor and Executive Director. Effort will be made to enable vacation leave to be taken at a time convenient to employees, consistent with the needs of their service obligations and the workload of the school. Any vacation denials may be reviewed by the Executive Director.

Accrued vacation carries over from year to year up to a maximum of twenty-four (24) days for CCSS employees and forty-six (46) days for ELS employees. Once this cap is reached, no further vacation will accrue until some vacation is used. There is no retroactive grant of vacation compensation for the period of time the accrued vacation compensation was at the cap. PVCS reserves the right to "cash out" all or some of an employee's accrued vacation leave at any time. With the exception of the "cash out" policy, no employee shall be required to forfeit vacation accrued prior to the adoption of this policy.

Vacation accrual begins annually on July 1. Thereafter, vacation leave will be earned on the basis of a full month of employment or major portion thereof. Major portion of the month, as used here, is defined as at least eleven (11) days in paid status. Employees shall be paid for all accrued unused vacation at the time of separation.

## **School Appearance and Activities Leave**

As required by law, Pacific View will permit an employee who is a parent or guardian of school children, from kindergarten through grade twelve (12), or a child in a licensed day-care facility, up to forty (40) hours of unpaid time off per child per school year (up to eight (8) hours in any calendar month of the school year) to participate in activities of a child's school. If more than one parent or guardian is an employee of the School, the employee that first provides the leave request will be

given the requested time off. Where necessary, additional time off will also be permitted where the school requires the employee(s) appearance.

The employee requesting school leave must provide reasonable advanced notice of the planned absence. The employee must use accrued but unused sick time to be paid during the absence.

When requesting time off for school activities, the employee must provide verification of participation in an activity as soon as practicable. When requesting time off for a required appearance, the employee(s) must provide a copy of the notice from the child's school requesting the presence of the employee.

## Voting Time Off

If an employee does not have sufficient time outside of working hours to vote in an official statesanctioned election, the employee may take off enough working time to vote. Such time off shall be taken at the beginning or the end of the regular working shift, whichever allows for more free time and the time taken off shall be combined with the voting time available outside of working hours to a maximum of two (2) hours combined. Under these circumstances, an employee will be allowed a maximum of two (2) hours of time off during an election day without loss of pay. When possible, an employee requesting time off to vote shall give the Executive Director/designee at least two (2) days notice.

## **Bone Marrow and Organ Donor Leave**

As required by law, eligible employees who require time off to donate bone marrow to another person may receive up to five (5) workdays off in a 12-month period. Eligible employees who require time off to donate an organ to another person may receive up to thirty (30) workdays off in a 12-month period.

To be eligible for bone marrow or organ donation leave ("Donor Leave"), the employee must have been employed by the School for at least ninety (90) days immediately preceding the Donor Leave.

An employee requesting Donor Leave must provide written verification to the School that he or she is a donor and that there is a medical necessity for the donation of the organ or bone marrow.

An employee must first use his or her earned but unused sick leave for bone marrow donation and two (2) week's worth of earned but unused sick leave for organ donation. If the employee has an insufficient number of sick days available, the leave will be considered unpaid.

Employees returning from Donor Leave will be reinstated to the position held before the leave began, or to a position with equivalent status, benefits, pay and other terms and conditions of employment. The School may refuse to reinstate an employee if the reason is unrelated to taking a Donor Leave. A Donor Leave is not permitted to be taken concurrently with an FMLA/CFRA Leave.

## **Returning From Leave of Absence**

Employees cannot return from a medical leave of absence without first providing a sufficient doctor's return to work authorization.

When business considerations require, the job of an employee on leave may be filled by a temporary or regular replacement. An employee should give the Executive Director/Designee thirty (30) days notice before returning from leave. Whenever the School is notified of an employee's intent to return from a leave, the School will attempt to place the employee in his former position or in a comparable position with regard to salary and other terms and conditions for which the employee is qualified. However, re-employment cannot always be guaranteed. If you need further information regarding Leaves of Absence, be sure to consult the Executive Director.

# DISCIPLINE AND TERMINATION OF EMPLOYMENT

## **Rules of Conduct**

The following conduct is prohibited and will not be tolerated by Pacific View Charter School. This list of prohibited conduct is illustrative only and applies to all employees of Pacific View Charter School; other types of conduct that threaten security, personal safety, employee welfare and Pacific View Charter School's operations also may be prohibited. Further, the specification of this list of conduct in no way alters the at-will employment relationship as to at-will employees of Pacific View Charter School. If an employee is working under a contract with Pacific View Charter School which grants procedural rights prior to termination, the procedural terms in the contract shall apply.

- 1. Insubordination refusing to perform a task or duty assigned or act in accordance with instructions provided by an employee's manager or proper authority.
- 2. Inefficiency including deliberate restriction of output, carelessness or unnecessary wastes of time or material, neglect of job, duties or responsibilities.
- 3. Unauthorized soliciting, collecting of contributions, distribution of literature, written or printed matter is strictly prohibited on School property by non-employees and by employees. This rule does not cover periods of time when employees are off their jobs, such as lunch periods and break times. However, employees properly off their jobs are prohibited from such activity with other employees who are performing their work tasks.
- 4. Damaging, defacing, unauthorized removal, destruction or theft of another employee's property or of School property.
- 5. Fighting or instigating a fight on School premises.
- 6. Violations of the drug and alcohol policy.
- 7. Using or possessing firearms, weapons or explosives of any kind on School premises.
- 8. Gambling on School premises.
- 9. Tampering with or falsifying any report or record including, but not limited to, personnel, absentee, sickness or production reports or records, specifically including applications for employment and time sheet.
- 10. Recording the time sheet, when applicable, of another employee or permitting or arranging for another employee to record your clock card.
- 11. Use of profane, abusive or threatening language in conversations with other employees and/or intimidating or interfering with other employees.
- 12. Conducting personal business during business hours and/or unauthorized use of telephone lines for personal calls.
- 13. Excessive absenteeism or tardiness, excused or unexcused.
- 14. Posting any notices on School premises without prior written approval of management, unless posting is on a School bulletin board designated for employee postings.
- 15. Immoral or indecent conduct.
- 16. Conviction of a criminal act.
- 17. Engaging in sabotage or espionage (industrial or otherwise)
- 18. Violations of the sexual harassment policy.
- 19. Failure to report a job-related accident to the employee's manager or failure to take or follow prescribed tests, procedures or treatment.
- 20. Sleeping during work hours.
- 21. Release of confidential information without authorization.
- 22. Any other conduct detrimental to other employees or the School's interests or its efficient operations.
- 23. Refusal to speak to supervisors or other employees.
- <u>24.</u> Dishonesty.

24.25. Failure to possess or maintain the credential/certificate required of the position.

For employees who possess an employment contract which provides for other than at-will employment, the procedures and process for termination during the contract shall be specified in the contract.

#### **Off-Duty Conduct**

While the School does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with the School's legitimate business interests. For this reason, employees are expected to conduct their personal affairs in a manner that does not adversely affect the School or its own integrity, reputation, or credibility. Illegal or immoral off-duty conduct by an employee that adversely affects the School's legitimate business interests or the employee's ability to perform his or her work will not be tolerated.

While employed by the School, employees are expected to devote their energies to their jobs with the School. For this reason, second jobs are strongly discouraged. The following types of additional employment elsewhere are strictly prohibited:

- Additional employment that conflicts with an employee's work schedule, duties, and responsibilities at our School.
- Additional employment that creates a conflict of interest or is incompatible with the employee's position with our School.
- Additional employment that impairs or has a detrimental effect on the employee's work performance with our School.
- Additional employment that requires the employee to conduct work or related activities on the School's property during the employer's working hours or using our School's facilities and/or equipment; and
- Additional employment that directly or indirectly competes with the business or the interests of our School.

Employees who wish to engage in additional employment that may create a real or apparent conflict of interest must submit a written request to the School explaining the details of the additional employment. If the additional employment is authorized, the School assumes no responsibility for it. The School shall not provide workers' compensation coverage or any other benefit for injuries occurring from or arising out of additional employment. Authorization to engage in additional employment can be revoked at any time. Formatted: Justified, Indent: Left: 0", No widow/orphan control, Don't adjust space between Latin and Asian text, Don't adjust space between Asian text and numbers, Tab stops: Not at 1"

#### **Termination of Employment**

Should it become necessary for you to terminate your at-will employment with the School, please notify the Executive Director regarding your intention as far in advance as possible. At least two (2) weeks notice is expected whenever possible.

When you terminate your at-will employment, you will be entitled to all earned but unused vacation time. If you are participating in the medical, dental and/or vision plan, you will be provided information on your rights under COBRA.

#### INTERNAL COMPLAINT REVIEW

The purpose of the "Internal Complaint Review Policy" is to afford all employees of the School the opportunity to seek internal resolution of their work-related concerns. All employees have free access to the Executive Director or Board of Trustees to express their work-related concerns.

Specific complaints of unlawful harassment are addressed under the School's "Policy Against Unlawful Harassment."

#### **Internal Complaints**

(Complaints by Employees Against Employees)

This section of the policy is for use when a School employee raises a complaint or concern about a co-worker.

If reasonably possible, internal complaints should be resolved at the lowest possible level, including attempts to discuss/resolve concerns with the immediate supervisor. However, in the event an informal resolution may not be achieved or is not appropriate, the following steps will be followed by the Executive Director or designee:

- 1. The complainant will bring the matter to the attention of the Executive Director as soon as possible after attempts to resolve the complaint with the immediate supervisor have failed or if not appropriate; and
- 2. The complainant will reduce his or her complaint to writing, indicating all known and relevant facts. The Executive Director or designee will then investigate the facts and provide a solution or explanation;
- 3. If the complaint is about the Executive Director, the complainant may file his or her complaint in a signed writing to the President of the Board of Trustees of the School, who will then confer with the Board and may conduct a fact-finding or authorize a third party investigator on behalf of the Board. The Board President or investigator will report his or her findings to the Board for review and action, if necessary.

This policy cannot guarantee that every problem will be resolved to the employee's satisfaction. However, the School values each employee's ability to express concerns and the need for resolution without fear of adverse consequence to employment.

Policy for Complaints Against Employees (Complaints by Third Parties Against Employees)

This section of the policy is for use when a non-employee raises a complaint or concern about a School employee.

If complaints cannot be resolved informally, complainants may file a written complaint with the office of the Executive Director or Board President (if the complaint concerns the Executive

Director) as soon as possible after the events that give rise to the complainant's concerns. The written complaint should set forth in detail the factual basis for the complaint.

In processing the complaint, Executive Director (or designee) shall abide by the following process:

- 1. The Executive Director or designee shall use his or her best efforts to talk with the parties identified in the complaint and to ascertain the facts relating to the complaint.
- 2. In the event that the Executive Director (or designee) finds that a complaint against an employee is valid, the Executive Director (or designee) may take appropriate disciplinary action against the employee. As appropriate, the Executive Director (or designee) may also counsel/reprimand employees as to their conduct without initiating formal disciplinary measures.
- 3. The Executive Director's (or designee's) decision relating to the complaint shall be final unless it is appealed to the Board of Trustees of the School. The decision of the Board of Trustees shall be final.

#### **General Requirements**

- 1. Confidentiality: All complainants will be notified that information obtained from the complainants and thereafter gathered will be maintained in a manner as confidential as possible, but in some circumstances absolute confidentiality cannot be assured.
- 2. Non-Retaliation: All complainants will be advised that they will be protected against retaliation as a result of the filing of any complaints or participation in any complaint process.
- 3. Resolution: The Board (if a complaint is about the Executive Director) or the Executive Director or designee will investigate complaints appropriately under the circumstances and pursuant to the applicable procedures, and if necessary, take appropriate remedial measures to ensure effective resolution of any complaint.

#### **Open-Door Policy**

Pacific View recognizes that Employees will have suggestions for improving the workplace, as well as complaints about the workplace. The most satisfactory solution to a job related problem or concern is usually reached through a prompt, informal discussion with your immediate supervisor. Please feel free to contact your immediate supervisor with any suggestions and/or complaints.

If you do not feel comfortable contacting your immediate supervisor or are not satisfied with your immediate supervisor's response, please submit your complaint or suggestion in writing to the Executive Director. The Executive Director will review your written submission and provide you with a final resolution.

While Pacific View provides you with this opportunity to communicate your views, please understand that not every complaint can be resolved to your satisfaction. Even so, Pacific View believes that open communication is essential to a successful work environment and all Employees should feel free to raise issues of concern without fear of reprisal.

The purpose of the "Internal Complaint Review Policy" is to afford all employees of the School the opportunity to seek internal resolution of their work related concerns. All employees have free access to the Executive Director to express their work related concerns, following a concerted effort to resolve concerns with their immediate supervisor. Please note that personnel decisions, including employee discipline, demotions, or assignments, are not subject to review under this policy.

Filing of Complaint

Prior to filing a written complaint, the employee must first attempt to resolve their concern informally through a good faith meeting with the party involved.

If the complaint cannot be resolved informally, employees may file a written complaint with the Director of Central Office & Finance as soon as possible after the events that give rise to the employee's work related concerns. The complaint must be filed with the Director of Central Office & Finance and not with the Pacific View Charter Board of Directors. The written complaint should set forth in detail the basis for the employee's complaint.

#### <u>Investigation</u>

An objective and timely investigation of all complaints which cannot be resolved informally will be undertaken. This includes meeting separately with the employee and with others who either are named in the complaint or who may have knowledge of the facts set forth in the complaint.

<u>Pacific View will attempt to treat all internal complaints and their investigation as</u> confidential, recognizing, however, that in the course of investigating and resolving internal complaints some dissemination of information to others may be necessary or appropriate.

Upon completion of the investigation, the Director of Central Office & Finance shall report the finding(s) to the employee in writing.

#### Non Retaliation

If an employee has filed a complaint in good faith, the employee will not be disciplined or otherwise penalized for lodging the complaint. If an employee believes that he or she is being retaliated against for lodging a complaint, the employee should immediately notify the Director of Central Office & Finance and/or Executive Director.

Board Approved: June 15, 2010

Amended:

July 22, 2010 June 24, 2013 November 19, 2013 August 19, 2014

#### AMENDMENT TO EMPLOYEE HANDBOOK

This Employee Handbook contains the employment policies and practices of the School in effect at the time of publication.

The School reserves the right to amend, delete or otherwise modify this Handbook at any time provided that such modifications are in writing and duly approved by the employer.

Any written changes to the Handbook will be distributed to all employees. No oral statements can in any way alter the provisions of this Handbook.

#### **APPENDIX** A

#### HARASSMENT COMPLAINT FORM

It is the policy of the School that all of its employees be free from harassment. This form is provided for you to report what you believe to be harassment, so that the School may investigate and take appropriate disciplinary or other action when the facts show that there has been harassment.

—————If you are an employee of the School, you may file this form with the <u>Executive</u> Director or Human Resources Representative. <u>Prior to filing this form, you are required to engage in a good</u> faith meeting with the party involved to attempt to resolve your concern informally.

Please review the School's policies concerning harassment for a definition of harassment and a description of the types of conduct that are considered to be harassment.

The School will undertake every effort to handle the investigation of your complaint in a confidential manner. In that regard, the School will disclose the contents of your complaint only to those persons having a need to know. For example, to conduct its investigation, the School will need to disclose portions of your factual allegations to potential witnesses, including anyone you have identified as having knowledge of the facts on which you are basing your complaint, as well as the alleged harasser.

In signing this form below, you authorize the School to disclose to others the information you have provided herein, and information you may provide in the future. Please note that the more detailed information you provide, the more likely it is that the School will be able to address your complaint to your satisfaction.

Charges of harassment are taken very seriously by the School both because of the harm caused to the person harassed, and because of the potential sanctions that may be taken against the harasser. It is therefore very important that you report the facts as accurately and completely as possible and that you cooperate fully with the person or persons designated to investigate your complaint.

Your Name:

Date:

Date of Alleged Incident(s): \_\_\_\_

Name of Person(s) you believe sexually harassed you or someone else:

List any witnesses that were present: \_\_\_\_\_

Where did the incident(s) occur?

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e. specific statements; what, if any, physical contact was involved; any verbal statements; what did you do to avoid the situation, etc.) (Attach additional pages, if needed):

I acknowledge that I have read and that I understand the above statements. I hereby authorize the School to disclose the information I have provided as it finds necessary in pursuing its investigation.

I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief.

	Date:
Signature of Complainant	
Print Name	
Received by:	Date:

#### **APPENDIX B**

#### **COMPLAINT FORM**

Prior to filing this form, you are required to engage in a good faith meeting with the party involved to attempt to resolve your concern informally.

Your Name:	Date:	
Date of Alleged Incident(s):		 
Name of Person(s) you have a complaint against: _		 
List any witnesses that were present:		
······································		
Where did the incident(s) occur?		

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e. specific statements; what, if any, physical contact was involved; any verbal statements; what did you do to avoid the situation, etc.) (Attach additional pages, if needed):

I hereby authorize the School to disclose the information I have provided as it finds necessary in pursuing its investigation. I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief. I further understand providing false information in this regard could result in disciplinary action up to and including termination.

	Date:	
Signature of Complainant		
	_	
Print Name		
To be completed by School:		
Received by:	Date:	

# 12.3



#### Advertising Display Agreement: Highway 78 Billboard – East of Emerald Dr – 8 Weeks

Address: 5010 Codorniz Way, #10, Oceanside, CA 92057 Phone: 760.305.7725 office Agreement # 1402

CAMPAIGN:	To Be Determined (TBD)	The undersigned (hereinafter referred to as "Advertiser") agrees to rent the advertising display space from Billboards in San Diego at the stated term in this
CO. NAME:	Pacific View Charter Schools	agreement commencing on the effective date.
		EFFECTIVE DATE: Week of May 25 <sup>th</sup> , 2015
BILLING	3670 Ocean Ranch Blvd Oceanside, CA 92056	
Attn:	Kira Fox / Gina Campbell	
PHONE #:	760.757.0166 ext 126 (office)	ADVERTISER INITIALS:

#### ADVERTISEMENT DESCRIPTION

Billboards Posters	Bus Shelters	Buses	Taxis
Movie Theaters Mall Kiosks	Airport Dioramas	Stadium	Other
General Description of Location:	Rental Period	Rental Rate	Production Charges
One (1) Billboard Targeting North San Diego County including the cities of Oceanside and Vista, CA	8 Weeks Total	\$16,000 for 8 weeks	\$700.00*
Detailed Description of Location's:	<b>Rental Period</b>	Effective	Posting Dates Starting:
Billboard Size = 14' tall x 48' wide	8 Weeks	Wee	k of May 25th, 2015
K1-930411 Highway 78 – East of Emerald Dr West Facing, visible to eastbound traffic		Posting Window	/ Leeway of 5 days (Mon - Fri)
Billboard will be illuminated from Dusk til midnight.			
*NOTE: \$700 discount for production is contingent on a secondary buy in Moreno Valley.			
The normal discounted rate for a 14' x 48' vinyl billboard is set at the price of \$900 US Dollars.			



### Picture of Actual Billboard Location below



#### Produced on Outdoor Vinyl

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

Special Instructions: Total contract value is \$16,700. (Sixteen thousand seven hundred U.S. Dollars)

Price includes all production, installation, graphic design and advertisement removal. Final artwork and payment in full is due and payable no later than Monday evening, May 4<sup>th</sup>, 2015 for guaranteed on-time posting. On-time posting is the week of May 25<sup>th</sup>, any day between Monday – Friday.

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

ACCE	PTANCE:		
This A	dvertising Display Agreement shall not obligate Billboards in Sa	an Diego	in any way until it is accepted and signed by acting Principal.
By:	Con Eng	By:	Sin Cumphal
	Billboards in San Diego Authorized By (Print Name & Sign)		Advertiser: Authorized By (Print Name & Sign)
Title:	CORY BRAY Director of Ad Sales	Title:	Gina Campbell Executive Director
	Billboards in San Diego - (Insert Title Above)		Advertiser: (Insert Title Above)
Date:	4/24/2015	Date:	

Page 2 of 3



#### ADDITIONAL TERMS AND CONDITIONS

1. TERMS: Advertiser shall pay Billboards in San Diego (hereafter referred to as BSD) upon execution of this contract \$16,700. Any remaining or recurring monthly installments shall be due and payable on the first day of each month. If payment is not paid in full within thirty (30) days from the invoice date, Advertiser agrees to pay interest on said overdue amount at the rate of 1.5% per month or the maximum legal rate, whichever is less, from the date of the invoice. Invoices shall be dated the first day of the calendar month for each month in which service is provided. If any installment is not paid within sixty (60) days from the date of invoice, BSD may treat the failure to pay such installment(s) as a total and complete breach of this contract and without notice accelerate the entire unpaid gross amount due under the contract. Advertiser shall then be liable to BSD for the total gross amount of all unpaid installments under this contract and BSD may at its option choose to take down Advertiser's advertisement without i affecting any part of this contract. If Advertiser fails to make the payments specified herein, Advertiser shall compensate BSD for all costs of collection including reasonable attorney's fees and court costs, if legal action for collection is taken.

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

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

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

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

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

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

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

9. REPAINT OR COPY CHANGES: Unless otherwise agreed in writing, Advertiser shall pay BSD in advance for any repainting or changes in copy on the display made during the term of this display agreement at Advertiser's request. Advertiser is obligated to continue making the monthly payment during any period when the display is being repainted, totated, or the copy is changed. Advertiser shall furnish to BSD repaint or copy change sixty (60) days prior to the respective scheduled repaint or copy change. There will be a \$500 installation charge for each additional installation, in addition to the vinyl printing.

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

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

ADVERTISER INITIALS:	Jel _
TODAY'S DATE:	

# 12.4

#### Initial placement on salary schedule – New Employees

Full credit for successful credentialed professional K12 school experience based on a valid K12 verification document for seventy-five percent (75%)of a year or more, will be allowed for placement on the salary schedule up to Step 10.

Board Approved:

# 12.5



## PACIFIC VIEW CHARTER SCHOOL A California Public School

3670 Ocean Ranch Blvd. Oceanside, CA 92056 <u>www.pacificview.org</u>

## Technology Plan 2016-2018

Pacific View Charter School henceforth referred to as PVCS, is located in Oceanside California, approximately 40 miles North of San Diego. PVCS is writing this plan, looking ahead to implement the school's technology needs for the next three years and beyond. The school will have the opportunity to apply for both formula and competitive grants. The main goal of the Enhancing Education Through Technology (EETT) program "is to improve student academic achievement through the use of technology in elementary schools and secondary schools." Technology is currently being used to assist all students as learners in the 21st century, meeting the No Child Left Behind (NCLB) requirements. This plan will serve as a guide for PVCS in the process of providing new technologies that enhance learning for students and maximize staff productivity.

#### **Component 1 Technology Plan Background**

#### 1a. School History and Plan Duration

Pacific View Charter School is committed to making a difference in the community by providing a quality educational alternative with 21st century technology. The school offers students a comprehensive academic program that emphasizes the pursuit of excellence. PVCS has been awarded accreditation from Western Accreditation of Schools and Colleges. This organization will affirm the vision, goals, and accomplishments of the School program.

Founded in 1999, Pacific View Charter School is a direct funded charter school currently serving K-12 students. The charter was approved by the Oceanside Unified School District and is reviewed every five years. PVCS is a Local Education Agency and the services received from the Oceanside Unified School District are limited to special education. The school provides the San Diego and its three contiguous counties (Orange County, Riverside County and Imperial County) an educational alternative to the traditional school setting. Enrollment at the school is strictly on a voluntary basis. Students in any afore mentioned counties are free to attend. The educational approach is to create a personalized learning program for every student. Some choose this alternative educational setting because of personal beliefs or emotional needs. Some are not satisfied with their child's current curriculum or performance. Many students and parents choose Pacific View Charter School because of health issues, credit deficiency issues dealing with graduation requirements, family issues that prevent traditional school attendance, or academic challenges.

Our independent study/personalized learning high school program requires students and their support person (usually a parent or guardian) to meet with their California Credentialed Supervisory Teacher once a week for approximately 45 minutes. During this meeting, students, parent/guardian and the supervisory teacher discuss the coursework covered and conduct oral assessments with the student on content studied during the previous week. Before the meeting ends new course work for the coming week will be assigned to the student with the completion to be supervised by the parent/guardian. Teachers are available to the student during the week via telephone, e-mail or web meeting. Students are also permitted to work in their teacher's office so teachers can provide additional assistance.

PVCS also provides a computer lab where student may work on homework. Lab Aides are an integral part of the computer lab, assisting students with their work and instruction with the provided technologies. Lab Aides also serve as tutors in many subject areas.

Our K-8 component works in a similar way with the exception that the student, parent/guardian and supervisory teacher meetings are held every second or third week. Students also have the option of attending a group classroom during the week.

The integration of technology at Pacific View Charter School does not stop at curriculum. Technology also provides students the means to collaborate with one another or their peers at any time of the day were an Internet, Wi Fi or Data connection is available. This evolution is directed by the school's belief that technology can be a valuable tool in obtaining its overall educational objectives. The continual updating of this technology plan keeps PVCS on track towards its educational goals. The purpose of this plan is to provide specific goals, objectives and benchmarks within a flexible framework, consistent with Pacific View Charter School's educational philosophies and vision. This plan covers nine specific components as required by the Enhancing Education Through Technology (EETT) Formula Grant Program and is organized accordingly.

This Technology plan is a three year plan that will guide Pacific View Charter School in its pursuit to produce students that are confident, self-motivated individuals who are academically and technologically proficient, digital citizens.

This Plan will take effect beginning July 1, 2015 and end June 30 2018 and addresses the thirty required criteria for state approval. This plan contains the goals, objectives, benchmarks and timelines for the duration of its three years.

#### **1b. Stakeholders**

This plan was developed under the authority of the Founding Executive Director and under the supervision of the Director of Curriculum. Pacific View Charter School's Technology Plan 2015-2018 is a collaborative effort by all of the school's teachers, staff members and administrators who continuously bring to the table ideas and solutions to integrate technology into the curriculum as well into the inner workings of the school itself. Students are the inspiring force behind this technology plan. Their success in using the technologies provided them shows in their everyday accomplishments. Being a hybrid school by nature, many of our students collaborate online. The use of Google Apps for Education (GAFE) allows them to create and share documents, presentations and spreadsheets that other students and peers can edit and comment on. Education drives the plan but technology enhances it. Student engagement and participation are increased with the use of technology. Learning is taking place outside of the classroom more than ever. Many of the technologies that we implement allow the student the freedom to work whenever and wherever they choose. We use technology to empower our students. It is the Goal of Pacific View Charter School's "School Wide Learning Objectives" (SWLO) to produce students that are self-motivated, life-long learners, who are effective global communicators with proficient academic skills, who will become productive citizens. These goals are also shared with our stakeholders. Stakeholders include our Governing Board of Trustees, Pacific View Charter School teachers, administrators, staff and students as well as the community as a whole.

## **1c.** Research that supports the plan's curricular and professional development goals

Pacific View Charter School remains committed toward integrating technology throughout the K-12 curriculum as well as providing teachers and staff with the tools and training to use it. PVCS will continue to investigate new technologies and evaluate the findings of new research data as they become available.

In our 2013-14 school year we purchased "Read 180" from Scholastic Inc. According to Cheung, A., Slavin, R.E. (2012, April). *The Effectiveness of Educational Technology Applications for Enhancing Reading Achievement in K-12 Classrooms: A Meta-Analysis,* research found that "Read 180" and similar programs were very effective in increasing student achievement. We found, through our own data analysis, that this was indeed the case for students who participated in the "Read 180" class. The program was so successful that the following school year, 2014-15, we purchased "Math 180". We are midway through the year and are see similar gains in students enrolled in the "Math 180" class.

Pacific View Charter School uses the "Hybrid Model" of education. In a study by Bakia, M., Shear, L., Toyama, Y., and Lassseter, A. (2012) *Understanding the Implications of Online* 

*Learning for Educational Productivity*, it was found that the combination of online content and face to face instruction produced better student outcomes that online curriculum alone. We find this to be a good balance for students and their outcomes.

PVCS is also rolling out a "One to One" program, to provide all students a digital device for curricular consumption and production of student content. The study by Bebell, D., and O'Dwyer, L.M. (2010) *Educational Outcomes and Research from 1:1 Computing Settings* describes only modest gains in a "One to One" environment. We however, feel it crucial; since much of our curriculum is digital and what we demand from our students are digital creations. Common Core is a driving force in our curriculum selection. We feel the Edgenuity provides us with the best digital curriculum that meets the Common Core standards. Since these standards have been newly implemented, there is little in the way of substantial data to document its effectiveness.

#### **Component 2 – Curriculum**

Pacific View Charter School is committed to preparing students for the 21st century and recognizes the importance of the critical systems necessary to ensure 21st century readiness for all students. The school focuses on learning and innovation skills aligned with the common core standards, in preparing students: creativity and innovation, critical thinking and problem solving, communication and collaboration.

#### 2a. Teachers' current access to technology tools

Presently, all Pacific View Charter School (PVCS) provides teachers and staff access to a variety of technology tools. All teachers and Administrators have a desk with Windows based system for use in their offices. The Biology Lab, as well as all classrooms are equipped Windows based systems and a digital projector. Computers are used for a wide array of uses that include but are not limited to, word-processing, e-mail correspondence, collaboration, Internet research, instruction and delivering curriculum, generating assignments, tutorials, assessments and virtual meetings. Technology tools supplementing the computers are televisions with DVD and digital projectors for presentations and Internet activities. In addition to school hours, since the majority of our work is done online, teachers can access their email, view their calendars, and check student progress wherever they have a Wi-Fi device and access to the Internet.

#### 2b. Student's current access to technology tools

Students can find technology throughout the school and beyond its boundaries. The Computer Lab has twenty-three (23) desktop computers that are available all for K-12 student use. There is also a K-8 classroom that contains ten (10) desktop computers for students and can be supplemented with, iPads, Chromebooks and or Windows laptops. Our Resource Specialist has two (2) computers for use by students to assist them with their special needs. Since much of the curriculum is either web based or has digital components, students can work and collaborate outside the school premises, at the times of their choosing. In the 2012-13 school year, a Ruckus Wi-Fi system was installed to support "Bring Your Own Device" (BYOD) as well as to support Chromebooks, Tablets and Windows laptops in the classrooms. All teachers and students, including Special Education and English Language Learners, have access to technology tools during all school hours. PVCS has enough computers and tablets to equip all the students that could conceivably be on campus at any one time. PVCS has also started a one to one program for

the 6<sup>th</sup> through 8<sup>th</sup> grade and will be expanding it one grade level at a time, until all 6-12 grade students have been provided a device.

#### 2c. Goals of implementing technology to improve teaching and learning

Pacific View Charter School has an aggressive yet methodical approach to integrating technology into its curriculum. The goal of embedding technology into the core curriculum is to empower the students with technology skills that they will need to succeed in life. Currently PVCS is reviewing several Learning Management Systems (LMS) that will assist the teachers with tracking their students' success as well as providing lesson plans for students. The new LMS will improve teachers' access to pertinent student data to accurately assign curricular interventions based on student performance.

Technology has a strong presence in student assessment. PVCS students take web-based computer adaptive tests to establish a student baseline and to track student progress. These tests provide data that helps teachers target areas where the student needs assistance. These assessments, along with support classes like Read 180, Math 180, and CAHSEE (California High School Exit Exam) Prep classes for Math and English, not only increase students digital skills, but also their English and Math proficiency.

PVCS will continue to evaluate technologies as they become available, embedding them into the curriculum where the Curriculum Committee feels that it will best serve the students and their outcomes. The overall goal of PVCS is to have the students seamlessly using technology and completing assignments in digital formats.

## **2d.** How will students acquire the technology skills and information literacy skills?

Today's student must be ready to enter the workforce with an understanding of today's technologies. These technologies are not limited to the office, but include the ever-present Internet as well as personal devices. New technologies such as Smart Phones, Tablet Computers, Google Chromebooks and Google Apps are becoming more common place. Any student that is using modern technologies will have enormous amounts of information at their fingertips. The Internet is a good source of information but can equally be the source of misinformation. Text, audio and visual information must also be cautiously assessed. Information literacy must be learned in order for students to locate and evaluate relevant accurate data. PVCS is working on including "Information Literacy" into the curriculum, so students can determine which sources are reliable and which must be carefully scrutinized. Beyond classroom instruction on best practices for utilizing digital sources, all students complete a Digital Driver's License training during Computers 1, a course required for graduation, as well as tutorials on how to access and use Google Apps, the school's Learning Management System and the online curriculum provider, Edgenuity. Students who have interest, can also access computer programming, online learning and digital citizenship electives.

Students are acquiring technology skills every day. Our curriculum revolves around technology. Students use email to correspond with their teachers and submit assignments, and use computer adaptive tests for assessment. The research they do is done via the Internet. Collaboration with students and peers is facilitated with Google Apps. Lessons are delivered by interacting webpages and digital videos. Virtual meetings can be held with a webcam and microphone. Access to their grades and progress is done through a parent and student portals. PVCS is constantly looking at ways to integrate technology and maximize student engagement.

#### 2e. Internet safety and the appropriate and ethical use of technology

PVCS uses a content filter provided by a SonicWall 2600 NSA (Network Security Appliance) to stay in compliance with the Children's Internet Protection Act. This keeps students and staff away from material that would be considered offensive as well as keeping students away from inappropriate social media networks while at school. This is only a digital barrier and does not address any of the issues regarding teaching students about online privacy and the dangers of online predators. To address these concerns, PVCS has included assignments on "Internet Safety" in our "Introductory Packets". The "Introductory Packets" are the first assignments students are expected to complete the first time they enroll with our school. Students in grades K-12 must complete their grade specific Intro Pack prior to enrolling in their first core curriculum courses. Digital Literacy lessons continue at the high school level as components of our Careers II and Careers III courses that all high school students must take as graduation requirements.

The need to educate teachers and students on the ethical and legal use of digital media must also be addressed. Much of the digital material that is available today has digital rights. Digital rights are easily forgotten due to the seemingly free nature of the Internet. The concerns of plagiarism are more of an issue today than ever. During Computers 1, a course required of all high school students for graduation, students complete in-depth lessons on plagiarism and digital citizenship. Further, the importance of student validity in assignments is a topic of discussion between every student and his/her supervising teacher. Teachers must remain ever vigilant in the effort to recognize plagiarism and other digital rights abuses. PVCS will continue to use staff development to train teachers on identifying plagiarism and the abuse of digital rights. PVCS will also incorporate lessons about digital rights and plagiarism into the curriculum and into meetings with parents and guardians.

#### **Component 3 – Professional Development**

Without professional development the integration of technology would prove less than effective. Pacific View Charter School is dedicated to supporting its staff with on-going professional development. The school has a commitment to equip all teachers, support staff, and administrators with the technology tools and information literacy skills needed to integrate modern technologies into all aspects of education. Establishing a level of technology proficiency among teachers and staff is critical to effective technology integration. With these skill sets in place, incorporating technology and information literacy into curriculum and teaching will become second nature at Pacific View Charter School.

#### 3a. Teacher and Administrator Assessment

PVCS uses "Digital Solutions" to assess and provide Professional Development in the use of technology for our staff. This service is provided through our local county office of education. Training is provided in small groups and instruction is provide to all skill levels. The small groups allow for a more personalized approach to training. "Digital Solutions" also has our staff complete assigned tasks, using digital tools. Our staff gets hands on experience and a sense of accomplishment, with their project.

#### 3a. Goals for providing professional development based on staff assessments

Staff members participate in a variety of training workshops on-site and at other locations. Staff development is provided in a variety of areas that relate to student learning. The School's leadership communicates opportunities for professional development of staff and provides the necessary fiscal resources. Technology training and development is an area of continued growth. Section 3b, below, discusses how our staff is assessed and trained on new technologies. New staff members receive training and instruction on the programs they are required to use. Additionally staff can contact their supervisor for additional training and assistance.

#### **3b. Staff development on emerging technologies.**

PVCS provides additional staff development on new and emerging technologies to enhance student engagement. Our Goal is to keep the teachers and administrators informed on current emerging technologies, and provide the training for staff, to implement the new technologies. In the school year 2013-2014, PVCS brought in an outside company to train teachers on the use of iMovie and how it could be used in the classroom. Training in the use of Sceencast-O-Matic, a program that records a user's desktop with audio and video, was also provided the same year. Teachers use Screencast-O-Matic to create video tutorials and supplemental course instruction. Screencast-O-Matic was so successful that we added additional training the following year. To keep up with the trends in technology and education, teachers attend educational/electronic expositions throughout the year. One of the most popular showcases has been "Innovation Day". This program is presented by the San Diego County of Education. It highlights new technologies and how they can be used in the classroom and or for student support. Teachers that are able to attend the expositions, report out to staff during staff meetings. They share what they have learned and how it can be used to benefit the students. If we chose to adopt one of these technologies, professional development is then made available. Below is a list of some of the professional development classes taken by teachers, pertaining to technology:

- Common Core State Standards: ELA/ELD Standards, Math
- Next Generation Science Standards (NGSS) Level Academies
- Math 180 Workshops
- Digital Literacies Leadership Training
- iPads & Digital Tools for Learning
- Innovation Day at SDCOE
- Smarter Balanced Assessment Training
- Building a Bridge to the CCSS & Read 180
- STEM Symposium
- Digital Solutions Workshops

#### **Component 4 – Infrastructure, hardware, and technical support**

#### 4a. Technology inventory

We are a Google Apps for Education (GAFE) school and leverage many services provided by Google. This has made sharing and collaborating much easier, especially with users not part of our Domain. Much of our curriculum is web based, as we continue to phase out our inventory of

textbooks. The devices used to access curriculum and or to create digital content are: Windows desktops and laptops, Chromebooks and iPads. We also allow students to bring their own device (BYOD). Our 6-8 graders are provided Chromebooks as the first phase of our "One to One" initiative. Next year we will be expanding the program to include 9<sup>th</sup> grade and continue to add a grade each additional year until all 6-12 grades are provided. When the 6<sup>th</sup> through 12 grades are equipped we will look into devices for the lower grade levels.

Our local area network (LAN) is a wired network running at 1 Gbps. In addition to our wired network, we have a robust Ruckus wireless network. Our connection to the Internet is 50 Mbps/10 Mbps. Our network holds up well, especially considering programs like our Read 180 and Math 180. These classes have video intense components. Thankfully, Scholastic, the Read/Math 180 vendor, has a media accelerator, that caches all the video content on our local server, saving bandwidth on our Internet connection.

What we feel would improve our digital connection to our students, is a better Learning Management System (LMS). We have been using our current product with limited success. It has not provided the flexibility we need to offer digital curriculum to our students. As an example, we continue to print assignment for students, instead of having them access assignments from the student portal.

#### 4b. Technology needs

PVCS feels that its most pressing technology need currently is a full featured Leaning Management System (LMS). Despite our best efforts, we have been unable to mold our present system into an effective tool for both the students and teachers. Our vision of an LMS is one that allows students and teachers alike, a single point of access to all curriculum, student assignments, tests, quizzes, grades and transcripts. We are currently researching different combinations of LMSs and online curriculum providers to ensure that both systems will work in unison. The goal is for a truly digital student, free from printed materials. A student that is able to access all of their educational needs through one portal.

We are continuing to expand our "One to One" program. We currently provide all 6-8 grades with Chromebooks. Our 9<sup>th</sup> grade class will also receive Chromeboos as part of the "One to One" rollout. We conducted surveys on which devices are most productive for the high school students and determined that Chromebooks would be the best fit, not only for our 6-8 graders, but also our high school students. We will start with the 9<sup>th</sup> grade and add a grade each consecutive year, until all 6-12 grades have a device that can be used for consumption and creation of digital content. Once our 6-12 grade rollouts have concluded, we will assess the needs of grades K-5 and the devices that will best suit them.

We continue to evaluate digital online curriculum vendors, in the effort to find the best solution for both students and teachers. We do have a current vendor, but their content will not integrate into an LMS. We believe that a seamless system of digital curriculum, a Learning Management System and student devices, will provide a learning experience that is engaging and empowers students with the skill necessary to thrive in a digital world.

#### 5.a Evaluating the Technology Plan's progress and impact on learning

Student evaluation is critical in determining whether implementations of the components of the Technology Plan are contributing to student success. Our Director of Student Services is responsible for monitoring student success and progress. The Director of Student Services works directly with our Directory of Curriculum to assure that the students' academic needs are being

met. The Director of Student Services is also working to follow students' after graduating from Pacific View Charter School. California has a program, Cal-PASS, which will aid in following students through their higher education and workplace paths.

#### **5b.** Communicating evaluations to the stakeholders

Our Director of Student Services, reports annually at the June board meeting on student progress. Charts are presented on student annual growth. Soon, data form other sources, such as the "California Assessment of Student Performance and Progress (CAASPP), will be available to enhance the data we currently collect.

# 12.6



## STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS FOR PURCHASE OF REAL ESTATE

(Non-Residential) AIR Commercial Real Estate Association

May 13, 2015

(Date for Reference Purposes)

## 1. Buyer.

 1.1 Pacific View Charter School, A California Public Benefit Corporation , ("Buyer")

 hereby offers to purchase the real property, hereinafter described, from the owner thereof ("Seller") (collectively, the "Parties" or individually, a "Party"),

 through an escrow ("Escrow") to close 30 or on or before July 15, 2015 days after the waiver or expiration of the Buyer's

 Contingencies, ("Expected Closing Date") to be held by First American Title Company - Judee Heineman

 ("Escrow
 Holder")

 whose
 address

 is

777 South Figueroa Street, 4th Floor, Los Angeles, CA 90017

, Phone No. (213) 271–1693 , Facsimile No.

upon the terms and conditions set forth in this agreement ("Agreement"). Buyer shall have the right to assign Buyer's rights hereunder, but any such assignment shall not relieve Buyer of Buyer's obligations herein unless Seller expressly releases Buyer.

1.2 The term "Date of Agreement" as used herein shall be the date when by execution and delivery (as defined in paragraph 20.2) of this document or a subsequent counteroffer thereto, Buyer and Seller have reached agreement in writing whereby Seller agrees to sell, and Buyer agrees to purchase, the Property upon terms accepted by both Parties.

2. Property.

2.1 The real property ("Property") that is the subject of this offer consists of (insert a brief physical description) a single story

12,800 s.f. commercial building and associated land

is located in the City of Moreno Valley , County of Riverside State of California , is commonly known by the street address of 22695 Alessandro Blvd.

and is legally described as: to follow in Escrow

(APN: to follow in Escrow

2.2 If the legal description of the Property is not complete or is inaccurate, this Agreement shall not be invalid and the legal description shall be completed or corrected to meet the requirements of First American Title Company

("Title Company"), which shall issue the title policy hereinafter described.

2.3 The Property includes, at no additional cost to Buyer, the permanent improvements thereon, including those items which pursuant to applicable law are a part of the property, as well as the following items, if any, owned by Seller and at present located on the Property: electrical distribution systems (power panel, bus ducting, conduits, disconnects, lighting fixtures); telephone distribution systems (lines, jacks and connections only); space heaters; heating, ventilating, air conditioning equipment ("HVAC"); air lines; fire sprinkler systems; security and fire detection systems; carpets; window coverings; wall coverings; and none

new lease with the	collect sprinkler monitor:□ is owned by Seller and included in the Purchase Price, □ is leased by Seller, and fire monitoring company, ☑ ownership will be determined during Escrow, or □ there is no fire sprinkler as provided in Paragraph 2.3, the Purchase Price does not include Seller's personal property, furniture ar	monitor.
	noved by Seller prior to Closing.	
3. Purchase Pi	rice.	
3.1 The pur- follows:	chase price ("Purchase Price") to be paid by Buyer to Seller for the Property shall be $\frac{2,300,000}{000}$	) 0 , payable as
	<ul> <li>(a) Cash down payment, including the Deposit as defined in paragraph 4.3 (or if an all cash transaction, the Purchase Price):</li> </ul>	<b>\$</b> 575,000.00
(Strike if not		
applicable)	(b) Amount of "New Loan" as defined in paragraph 5.1, if any: (c) Buyer shall take title to the Property subject to and/or assume the following existing deed(s).	\$1,725,000.00
		<b>(6)</b> "):
	(i) An Existing Note ("First Note") with an unpaid principal balance as of the	
	Closing of approximately:	\$
·····	Said First Note is payable at \$ per month,	
Strike if not	including interest at the rate of% per annum until paid (and/or the	
<del>applicablo)</del>	entire unpaid balance is due on	
· · · · · · · · · · · · · · · · · · ·	Closing of approximately:	\$
·	Said Second Note is payable at \$per month,	• • • • • • • • • • • • • • • • • • •
	including interest at the rate of% per annum until paid (and/or the -	
Otalla if and		
Strike if not applicable)	(d) Buyer shall give Seller a deed of trust ("Purchase Money Deed of Trust") on the	
<del>, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,</del>	— property, to secure the promissory note of Buyer to Seller described in paragraph 6 ("Durch and Manage Mana Manage Manage Mana	_
		\$
	Total Purchase Price:	\$ <u>2,300,000.00</u>
	PAGE 1 OF 9	
INITIALS		INITIALS
	MEDOLAL DEAL FRIATE ACCOUNTION	
SZUUS - AIR COM	MERCIAL REAL ESTATE ASSOCIATION	FORM OFA-15-11/14E

3.2 If Buyer is taking title to the Property subject to, or assuming, an Existing Deed of Trust and such deed of trust permits the beneficiary to demand-payment of fees including, but not-limited to, points, processing fees, and appraisal fees as a condition to the transfer of the Property, Buyer agrees to pay such fees up to a maximum of 1.5% of the unpaid principal balance of the applicable Existing Note.

4. Deposits.

4.1 Buyer has delivered to Broker a check in the sum of \$ , payable to Escrow Holder, to be delivered by Broker to Escrow Holder within 2 or business days after both Parties have executed this Agreement and the executed Agreement has been delivered to Escrow Holder, or within 2 or business days after both Parties have executed this Agreement and the executed Agreement has been delivered to Escrow Holder Buyer shall deliver to Escrow Holder a check in the sum of \$25,000.00 . If said check is not received by Escrow Holder within said time period then Seller may elect to unilaterally terminate this transaction by giving written notice of such election to Escrow Holder whereupon neither Party shall have any further liability to the other under this Agreement. Should Buyer and Seller not enter into an agreement for purchase and sale, Buyer's check or funds shall, upon request by Buyer, be promptly returned to Buyer.

4.2 Additional deposits: See Addendum Section 30

(a) Within 5 business days after the Date of Agreement, Buyer shall deposit with Escrow Holder the additional sum of to be applied to the Purchase Price at the Closing.

(b) Within 5 business days after the contingencies discussed in paragraph 9.1 (a) through (m) are approved or waived, Buyer shall deposit with Escrow Holder the additional sum of \$ \_\_\_\_\_\_ to be applied to the Purchase Price at the Closing.

(c) If an Additional Deposit is not received by Escrow Holder within the time period provided then Seller may notify Buyer, Escrow Holder, and Brokers, in writing that, unless the Additional Deposit is received by Escrow Holder within 2 business days following said notice, the Escrow shall be deemed terminated without further notice or instructions.

4.3 Escrow Holder shall deposit the funds deposited with it by Buyer pursuant to paragraphs 4.1 and 4.2 (collectively the "Deposit"), in a State or Federally chartered bank in an interest bearing account whose term is appropriate and consistent with the timing requirements of this transaction. The interest therefrom shall accrue to the benefit of Buyer, who hereby acknowledges that there may be penalties or interest forfeitures if the applicable instrument is redeemed prior to its specified maturity. Buyer's Federal Tax Identification Number is . NOTE: Such interest bearing account cannot be opened until Buyer's Federal Tax Identification Number is provided.

4.4 Notwithstanding the foregoing, within 5 days after Escrow Holder receives the monies described in paragraph 4.1 above, Escrow Holder shall release \$100 of said monies to Seller as and for independent consideration for Seller's' execution of this Agreement and the granting of the contingency. period to Buyer as herein provided. Such independent consideration is non-refundable to Buyer but shall be credited to the Purchase Price in the event that the purchase of the Property is completed.

Financing Contingency. (Strike if not applicable)

5.1 This offer is contingent upon Buyer obtaining from an insurance company, financial institution or other lender, a commitment to lend to Buyer by a first deed of trust or mortgage on the Property. If this Agreement provides for Seller to carry back junior financing, then Seller shall have the right to approve the terms of the New Loan. Seller shall have 7 days from receipt of the commitment setting forth the proposed terms of the New Loan to approve or disapprove of such proposed terms. If Seller fails to notify Escrow Holder, in writing, of the disapproval within said 7 days it shall be conclusively presumed that Seller has approved the terms of the New Loan.

-5.2 Buyer hereby agrees to diligently pursue obtaining the New Loan. If Buyer shall fail to notify its Broker, Escrow Holder and Seller, in writing within \_\_\_\_\_\_ days following the Date of Agreement, that the New Loan has not been obtained, it shall be conclusively presumed that Buyer has either obtained said New Lean or has waived this New Lean contingency.

-----5.3 If, after due diligence, Buyer shall notify its Broker, Escrew Holder and Seller, in writing, within the time specified in paragraph 5.2 hereof, that Buyer has not obtained said New Loan, this Agreement shall be terminated, and Buyer shall be entitled to the prompt return of the Deposit, plus any interest earned thereon, less only Escrow Holder and Title Company cancellation fees and costs, which Buyer shall pay.

6. Seller Financing (Purchase Money Note). (Strike if not applicable)

-6.1 If Seller approves Buyer's financials (see paragraph 6.5) the Purchase Money Note shall provide for interest on unpaid principal at the rate of 

The Purchase Money Note and Purchase Money Deed of Trust shall be on the current forms commonly used by Escrow Holder, and be junior and subordinate only to the Existing Note(s) and/or the New Lean expressly called for by this Agreement.

- 6.2. The Purchase Money Note and/or the Purchase Money Deed of Trust shall contain provisions regarding the following (see also paragraph <del>10.3 (b))</del>:

-(a) Propayment. Principal may be prepaid in whole or in part at any time without penalty, at the option of the Buyer.

-(b)—Late Charge. A late charge of 6% shall be payable with respect to any payment of principal, interest, or other charges, not made within 10 days after it is due.

(c) Due On Sale. In the event the Buyer sells or transfers title to the Property or any portion thereof, then the Seller may, at Seller's option, require the entire unpaid balance of said Note to be paid in full.

-6.3 If the Purchase Money Deed of Trust is to be subordinate to other financing, Escrow Holder shall, at Buyer's expense prepare and record on Seller's behalf a request for notice of default and/or sale with regard to each mortgage or deed of trust to which it will be subordinate.

-6-4 WARNING: CALIFORNIA LAW DOES NOT ALLOW DEFICIENCY JUDGEMENTS ON SELLER FINANCING. IF BUYER ULTIMATELY DEFAULTS ON THE LOAN, SELLER'S SOLE REMEDY IS TO FORECLOSE ON THE PROPERTY, -

-----6.5--Seller's obligation to provide financing is contingent upon Seller's reasonable approval of Buyer's financial condition. Buyer to provide a current financial statement and copies of its Federal tax returns for the last 3 years to Seller within 10 days following the Date of Agreement. Seller has 10 days following receipt of such documentation to satisfy itself with regard to Buyer's financial condition and to notify Escrow Holder as to whether or not Buyer's financial condition is acceptable. If Seller fails to notify Escrow Holder, in writing, of the disapproval of this contingency within said time period, it shall be conclusively presumed that Seller has approved Buyer's financial condition. If Seller is not satisfied with Buyer's financial condition or if Buyer fails to deliver the required documentation then Seller may notify Escrow Holder in writing that Seller Financing will not be available, and Buyer shall have the option, within 10 days of the receipt of such notice, to either terminate this transaction or to purchase the Property without Seller financing. If Buyer fails to notify Escrow Holder within said time period of its election to terminate this transaction then Buyer shall be conclusively presumed to have elected to purchase the Property without Seller financing. If Buyer elects to terminate, Buyer's Deposit shall be refunded less Title Company and Escrow Holder cancellation fees and costs, all of which shall be Buyer's obligation.

**Real Estate Brokers.** 

7.1 The following real estate broker(s) ("Brokers") and brokerage relationships exist in this transaction and are consented to by the Parties (check the applicable boxes):

## $\mathbf{\nabla}$

Lee & Associates - Ontario, Greg T. Martin, Lee & Associates - Riverside, Rocky Moran

represents Seller exclusively ("Seller's Broker");

 $\mathbf{\nabla}$ Colliers International CA, Inc. - Mike Pappas

represents Buyer exclusively ("Buyer's Broker"); or

 $\square$ 

represents both Seller and Buyer ("Dual Agency"),

The Parties acknowledge that other than the Brokers listed above, there are no other brokers representing the Parties or due any fees and/or commissions under this Agreement. See paragraph 24 regarding the nature of a real estate agency relationship. Buyer shall use the services of Buyer's Broker exclusively in connection with any and all negotiations and offers with respect to the Property for a period of 1 year from the date inserted for reference purposes at the top of page 1.

7.2 Buyer and Seller each represent and warrant to the other that he/she/it has had no dealings with any person, firm, broker or finder in connection with the negotiation of this Agreement and/or the consummation of the purchase and sale contemplated herein, other than the Brokers named in paragraph 7.1, and no broker or other person, firm or entity, other than said Brokers is/are entitled to any commission or finder's fee in

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connection with this transaction as the result of any dealings or acts of such Party. Buyer and Seller do each hereby agree to indemnify, defend, protect and hold the other harmless from and against any costs, expenses or liability for compensation, commission or charges which may be claimed by any broker, finder or other similar party, other than said named Brokers by reason of any dealings or act of the indemnifying Party.

8. Escrow and Closing.

8.1 Upon acceptance hereof by Seller, this Agreement, including any counteroffers incorporated herein by the Parties, shall constitute not only the agreement of purchase and sale between Buyer and Seller, but also instructions to Escrow Holder for the consummation of the Agreement through the Escrow. Escrow Holder shall not prepare any further escrow instructions restating or amending the Agreement unless specifically so instructed by the Parties or a Broker herein. Subject to the reasonable approval of the Parties, Escrow Holder may, however, include its standard general escrow provisions.

8.2 As soon as practical after the receipt of this Agreement and any relevant counteroffers, Escrow Holder shall ascertain the Date of Agreement as defined in paragraphs 1.2 and 20.2 and advise the Parties and Brokers, in writing, of the date ascertained.

8.3 Escrow Holder is hereby authorized and instructed to conduct the Escrow in accordance with this Agreement, applicable law and custom and practice of the community in which Escrow Holder is located, including any reporting requirements of the Internal Revenue Code. In the event of a conflict between the law of the state where the Property is located and the law of the state where the Escrow Holder is located, the law of the state where the Property is located and the law of the state where the Property is located shall prevail.

8.4 Subject to satisfaction of the contingencies herein described, Escrow Holder shall close this escrow (the "Closing") by recording a general warranty deed (a grant deed in California) and the other documents required to be recorded, and by disbursing the funds and documents in accordance with this Agreement.

8.5 Buyer and Seller shall each pay one-half of the Escrow Holder's charges and Seller shall pay the usual recording fees and any required documentary transfer taxes. Seller shall pay the premium for a standard coverage owner's or joint protection policy of title insurance. (See also paragraph 11)

8.6 Escrow Holder shall verify that all of Buyer's contingencies have been satisfied or waived prior to Closing. The matters contained in paragraphs 9.1 subparagraphs (b), (c), (d), (e), (g), (i), (n), and (o), 9.4, 9.5, 12, 13, 14, 16, 18, 20, 21, 22, and 24 are, however, matters of agreement between the Parties only and are not instructions to Escrow Holder.

8.7 If this transaction is terminated for non-satisfaction and non-waiver of a Buyer's Contingency, as defined in paragraph 9.2, then neither of the Parties shall thereafter have any liability to the other under this Agreement, except to the extent of a breach of any affirmative covenant or warranty in this Agreement. In the event of such termination, Buyer shall, subject to the provisions of paragraph 8.10, be promptly refunded all funds deposited by Buyer with Escrow Holder, less only the \$100 provided for in paragraph 4.4 and the Title Company and Escrow Holder cancellation fees and costs, all of which shall be Buyer's obligation. If this transaction is terminated as a result of Seller's breach of this Agreement then Seller shall pay the Title Company and Escrow Holder cancellation fees and costs.

8.8 The Closing shall occur on the Expected Closing Date, or as soon thereafter as the Escrow is in condition for Closing; provided, however, that if the Closing does not occur by the Expected Closing Date and said Date is not extended by mutual instructions of the Parties, a Party not then in default under this Agreement may notify the other Party, Escrow Holder, and Brokers, in writing that, unless the Closing occurs within 5 business days following said notice, the Escrow shall be deemed terminated without further notice or instructions.

8.9 Except as otherwise provided herein, the termination of Escrow shall not relieve or release either Party from any obligation to pay Escrow Holder's fees and costs or constitute a waiver, release or discharge of any breach or default that has occurred in the performance of the obligations, agreements, covenants or warranties contained therein.

8.10 If this sale of the Property is not consummated for any reason other than Seller's breach or default, then at Seller's request, and as a condition to any obligation to return Buyer's deposit (see paragraph 21), Buyer shall within 5 days after written request deliver to Seller, at no charge, copies of all surveys, engineering studies, soil reports, maps, master plans, feasibility studies and other similar items prepared by or for Buyer that pertain to the Property. Provided, however, that Buyer shall not be required to deliver any such report if the written contract which Buyer entered into with the consultant who prepared such report specifically forbids the dissemination of the report to others.

## 9. Contingencies to Closing. (See Paragraph 29)

9.1 The Closing of this transaction is contingent upon the satisfaction or waiver of the following contingencies. IF BUYER FAILS TO NOTIFY ESCROW HOLDER, IN WRITING, OF THE DISAPPROVAL OF ANY OF SAID CONTINGENCIES WITHIN THE TIME SPECIFIED THEREIN, IT SHALL BE CONCLUSIVELY PRESUMED THAT BUYER HAS APPROVED SUCH ITEM, MATTER OR DOCUMENT. Buyer's conditional approval shall constitute disapproval, unless provision is made by the Seller within the time specified therefore by the Buyer in such conditional approval or by this Agreement, whichever is later, for the satisfaction of the condition imposed by the Buyer. Escrow Holder shall promptly provide all Parties with copies of any written disapproval or conditional approval which it receives. With regard to subparagraphs (a) through (m) the pre-printed time periods shall control unless a different number of days is inserted in the spaces provided.

(a) *Disclosure.* Seller shall make to Buyer, through Escrow, all of the applicable disclosures required by law (See AIR Commercial Real Estate Association ("AIR") standard form entitled "Seller's Mandatory Disclosure Statement") and provide Buyer with a completed Property Information Sheet ("Property Information Sheet") concerning the Property, duly executed by or on behalf of Seller in the current form or equivalent to that published by the AIR within 10 or \_\_\_\_\_\_ days following the Date of Agreement. Buyer has 10 days from the receipt of said disclosures to approve or disapprove the matters disclosed.

(c) Hazardous Substance Conditions Report. Buyer has 30 or \_\_\_\_\_\_ days from the receipt of the Property Information Sheet or the Date of Agreement, whichever is later, to satisfy itself with regard to the environmental aspects of the Property. Seller recommends that Buyer-obtain a Hazardous Substance Conditions Report concerning the Property and relevant adjoining properties. Any such report shall be paid for by Buyer. A "Hazardous Substance" for purposes of this Agreement is defined as any substance whose nature and/or quantity of existence, use, manufacture, disposal or effect, render it subject to Federal, state or local regulation, investigation, remediation or removal as potentially injurious to public health or welfare. A "Hazardous Substance on, under or relevantly adjacent to the Property of a Hazardous Substance that would require remediation and/or removal under applicable Federal, state or local to the Property of a Hazardous Substance that would require remediation and/or removal under applicable Federal, state or local law.

(d) Soil Inspection. Buyer has 30 or \_\_\_\_\_\_ days from the receipt of the Property Information Sheet or the Date of Agreement, whichever is later, to satisfy itself with regard to the condition of the soils on the Property. Seller recommends that Buyer obtain a soil test report. Any such report shall be paid for by Buyer. Seller shall provide Buyer copies of any soils report that Seller may have within 10 days of the Date of Agreement.

(e) Governmental Approvals. Buyer has 30 or \_\_\_\_\_\_ days from the Date of Agreement to satisfy itself with regard to approvals and permits from governmental agencies or departments which have or may have jurisdiction over the Property and which Buyer deems necessary or desirable in connection with its intended use of the Property, including, but not limited to, permits and approvals required with respect to zoning, planning, building and safety, fire, police, handicapped and Americans with Disabilities Act requirements, transportation and environmental matters.

(f) Conditions of Title. Escrow Holder shall cause a current commitment for title insurance ("Title Commitment") concerning the Property issued by the Title Company, as well as legible copies of all documents referred to in the Title Commitment ("Underlying Documents"), and a scaled and dimensioned plot showing the location of any easements to be delivered to Buyer within 10 or-\_\_\_\_\_\_ days following the Date of Agreement. Buyer has 10 days from the receipt of the Title Commitment, the Underlying Documents and the plot plan to satisfy itself with regard to the condition of title. The disapproval by Buyer of any monetary encumbrance, which by the terms of this Agreement is not to remain against the Property after the Closing, shall not be considered a failure of this contingency, as Seller shall have the obligation, at Seller's expense, to satisfy and remove such disapproved monetary encumbrance at or before the Closing.

(g) Survey. Buyer has 30 or \_\_\_\_\_\_ days from the receipt of the Title Commitment and Underlying Documents to satisfy itself with regard to any ALTA title supplement based upon a survey prepared to American Land Title Association ("ALTA") standards for an owner's policy by a licensed surveyor, showing the legal description and boundary lines of the Property, any easements of record, and any improvements, poles, structures and things located within 10 feet of either side of the Property boundary lines. Any such survey shall be prepared at Buyer's direction and expense. If Buyer has obtained a survey and approved the ALTA title supplement, Buyer may elect within the period allowed for Buyer's approval of a survey to have an ALTA extended coverage owner's form of title policy, in which event Buyer shall pay any additional premium attributable thereto.

(h) Existing Leases and Tenancy Statements. Seller shall within 10 or \_\_\_\_\_\_days of the Date of Agreement provide both Buyer and Escrew Holder with legible copies of all leases, subleases or rental arrangements (collectively, "Existing Leases") affecting the Property, and with a tenancy statement ("Estoppel Certificate") in the latest form or equivalent to that published by the AIR, executed by Seller and/or each tenant and subtenant of the Property. Seller shall use its best efforts to have each tenant complete and execute an Estoppel Certificate. If any tenant fails or refuses to provide an Estoppel Certificate then Seller shall complete and execute an Estoppel Certificate then Seller shall complete and execute an Estoppel Certificate then Seller shall complete and execute an Estoppel Certificate then Seller shall complete and execute an Estoppel Certificate for that tenancy. Buyer has 10 days from the receipt of said Existing Leases and Estoppel Certificates to satisfy itself with regard to the Existing Leases and any other tenancy issues.

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articles of incorporation, current-budget and financial statement. Buyer has 10 days from the receipt of such documents to satisfy itself with regard to the association. -

(j) Other Agreements.-Seller shall within 10 or \_\_\_\_\_\_days of the Date-of Agreement provide Buyer with legible copies of all other agreements ("Other Agreements") known to Seller that will affect the Property after Closing. Buyer has 10 days from the receipt of said Other Agreements to satisfy itself with regard to such Agreements.

(k) Financing. If paragraph 5 hereof dealing with a financing contingency has not been stricken, the satisfaction or waiver of such New Loan contingency.

(1) Existing Notes. If paragraph 3.1(c) has not been stricken, Seller shall within 10 or \_\_\_\_\_\_\_days of the Date of Agreement provide Buyer with legible copies of the Existing Notes, Existing Deeds of Trust and related agreements (collectively, "Loan Documents") to which the Property will remain subject after the Closing. Escrew Holder shall promptly request from the holders of the Existing Notes a beneficiary statement ("Beneficiary Statement") confirming: (1) the amount of the unpaid principal balance, the current interest rate, and the date to which interest is paid, and (2) the nature and amount of any impounds held by the beneficiary in connection with such loan. Buyer has 10 or \_\_\_\_\_\_\_ days from the receipt of the Lean Documents and Beneficiary Statements to satisfy itself with regard to such financing. Buyer's obligation to close is conditioned upon Buyer being able to purchase the Property without acceleration or change in the terms of any Existing Notes or charges to Buyer except as otherwise provided in this Agreement or approved by Buyer, provided, however, Buyer shall pay the transfer fee referred to in paragraph 3.2 hereof. Likewise if Seller is to carry back a Purchase Money Note and Purchase Money Deed of Trust. Buyer has 10 or \_\_\_\_\_\_\_\_ days from the receipt of such documents to satisfy itself with regard to any from the Date of Agreement provide Buyer with a copy of the proposed Purchase Money Note and Purchase Money Deed of Trust. Buyer has 10 or \_\_\_\_\_\_\_\_ days from the receipt of such documents to satisfy itself with regard to the form and content thereof.

(m) Personal Property. In the event that any personal property is included in the Purchase Price, Buyer has 10 or \_\_\_\_\_\_ days from the Date of Agreement to satisfy itself with regard to the title condition of such personal property. Seller recommends that Buyer obtain a UCC-1 report. Any such report shall be paid for by Buyer. Seller shall provide Buyer copies of any liens or encumbrances affecting such personal property that it is aware of within 10 or \_\_\_\_\_\_ days of the Date of Agreement.

(n) Destruction, Damage or Loss. Subsequent to the Date of Agreement and prior to Closing there shall not have occurred a destruction, or damage or loss to, the Property or any portion thereof, from any cause whatsoever, which would cost more than \$10,000.00 to repair or cure. If the cost of repair or cure is \$10,000.00 or less, Seller shall repair or cure the loss prior to the Closing. Buyer shall have the option, within 10 days after receipt of written notice of a loss costing more than \$10,000.00 to repair or cure, to either terminate this Agreement or to purchase the Property notwithstanding such loss, but without deduction or offset against the Purchase Price. If the cost to repair or cure is more than \$10,000.00, and Buyer does not elect to terminate this Agreement, Buyer shall be entitled to any insurance proceeds applicable to such loss. Unless otherwise notified in writing, Escrow Holder shall assume no such destruction, damage or loss has occurred prior to Closing.

(o) Material Change. Buyer shall have 10 days following receipt of written notice of a Material Change within which to satisfy itself with regard to such change. "Material Change" shall mean a substantial adverse change in the use, occupancy, tenants, title, or condition of the Property that occurs after the date of this offer and prior to the Closing. Unless otherwise notified in writing, Escrow Holder shall assume that no Material Change has occurred prior to the Closing.

(p) Seller Performance. The delivery of all documents and the due performance by Seller of each and every undertaking and agreement to be performed by Seller under this Agreement.

(q) Brokerage Fee. Payment at the Closing of such brokerage fee as is specified in this Agreement or later written instructions to Escrow Holder executed by Seller and Brokers ("Brokerage Fee"). It is agreed by the Parties and Escrow Holder that Brokers are a third party beneficiary of this Agreement insofar as the Brokerage Fee is concerned, and that no change shall be made with respect to the payment of the Brokerage Fee specified in this Agreement, without the written consent of Brokers.

9.2. All of the contingencies specified in subparagraphs (a) through (m) of paragraph 9.1 are for the benefit of, and may be waived by, Buyer, and may be elsewhere herein referred to as "Buyer's Contingencies."

9.3 If any of Buyer's Contingencies or any other matter subject to Buyer's approval is disapproved as provided for herein in a timely manner ("Disapproved Item"), Seller shall have the right within 10 days following the receipt of notice of Buyer's disapproval to elect to cure such Disapproved Item prior to the Expected Closing Date ("Seller's Election"). Seller's failure to give to Buyer within such period, written notice of Seller's commitment to cure such Disapproved Item on or before the Expected Closing Date shall be conclusively presumed to be Seller's Election not to cure such Disapproved Item. If Seller elects, either by written notice or failure to give written notice, not to cure a Disapproved Item, Buyer shall have the right, within 10 days after Seller's Election to either accept title to the Property subject to such Disapproved Item, or to terminate this Agreement. Buyer's failure to notify Seller in writing of Buyer's election to accept title to the Property subject to the Disapproved Item without deduction or offset shall constitute Buyer's election to terminate this Agreement. The above time periods only apply once for each Disapproved Item. Unless expressly provided otherwise herein, Seller's right to cure shall not apply to the remediation of Hazardous Substance Conditions or to the Financing Contingency. Unless the Parties mutually instruct otherwise, if the time periods for the satisfaction of contingencies or for Seller's and Buyer's elections would expire on a date after the Expected Closing Date, the Expected Closing Date shall be deemed extended for 3 business days following the expiration of: (a) the applicable contingency period(s), (b) the period within which the Seller may elect to cure the Disapproved Item, or (c) if Seller elects not to cure, the period within which Buyer may elect to proceed with this transaction, whichever is later, 9.4 The Parties acknowledge that extensive local, state and Federal legislation establish broad liability upon owners and/or users of real property for the investigation and remediation of Hazardous Substances. The determination of the existence of a Hazardous Substance Condition and the evaluation of the impact of such a condition are highly technical and beyond the expertise of Brokers. The Parties acknowledge that they have been advised by Brokers to consult their own technical and legal experts with respect to the possible presence of Hazardous Substances on the Property or adjoining properties, and Buyer and Seller are not relying upon any investigation by or statement of Brokers with respect thereto. The Parties hereby assume all responsibility for the impact of such Hazardous Substances upon their respective interests herein.

10. Documents Required at or Before Closing:

10.1 Five days prior to the Closing date Escrow Holder shall obtain an updated Title Commitment concerning the Property from the Title Company and provide copies thereof to each of the Parties.

10.2 Seller shall deliver to Escrow Holder in time for delivery to Buyer at the Closing:

(a) Grant or general warranty deed, duly executed and in recordable form, conveying fee title to the Property to Buyer.

(b) If applicable, the Beneficiary Statements concerning Existing Note(s).

(d) If applicable, Estoppel Certificates executed by Seller and/or the tenant(s) of the Property.

(e) An affidavit executed by Seller to the effect that Seller is not a "foreign person" within the meaning of Internal Revenue Code Section 1445 or successor statutes. If Seller does not provide such affidavit in form reasonably satisfactory to Buyer at least 3 business days prior to the Closing, Escrow Holder shall at the Closing deduct from Seller's proceeds and remit to the Internal Revenue Service such sum as is required by applicable Federal law with respect to purchases from foreign sellers.

(f) If the Property is located in California, an affidavit executed by Seller to the effect that Seller is not a "nonresident" within the meaning of California Revenue and Tax Code Section 18662 or successor statutes. If Seller does not provide such affidavit in form reasonably satisfactory to Buyer at least 3 business days prior to the Closing, Escrow Holder shall at the Closing deduct from Seller's proceeds and remit to the Franchise Tax Board such sum as is required by such statute.

(g) If applicable, a bill of sale, duly executed, conveying title to any included personal property to Buyer,

10.3 Buyer shall deliver to Seller through Escrow:

(a) The cash portion of the Purchase Price and such additional sums as are required of Buyer under this Agreement shall be deposited by Buyer with Escrow Holder, by federal funds wire transfer, or any other method acceptable to Escrow Holder in immediately collectable funds, no later than 2:00 P.M. on the business day prior to the Expected Closing Date provided, however, that Buyer shall not be required to deposit such monies into Escrow if at the time set for the deposit of such monies Seller is in default or has indicated that it will not perform any of its obligations hereunder. Instead, in such circumstances in order to reserve its rights to proceed Buyer need only provide Escrow with evidence establishing that the required monies were available.

(b) If a Purchase Money Note and Purchase Money Deed of Trust are called for by this Agreement, the duly executed originals of those documents, the Purchase Money Deed of Trust being in recordable form, together with evidence of fire insurance on the improvements in the amount of the full replacement cost naming Seller as a mortgage loss payee, and a real estate tax service contract (at Buyer's expense), assuring Seller of notice of the status of payment of real property taxes during the life of the Purchase Money Note.

(c) The Assignment and Assumption of Lessor's Interest in Lease form specified in paragraph 10.2(c) above, duly executed by Buyer.

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(d) Assumptions duly executed by Buyer of the obligations of Seller that accrue after Closing under any Other Agreements.

(e) If applicable, a written assumption duly executed by Buyer of the loan documents with respect to Existing Notes.

----- (f) If the Buyer is a corporation, a duly executed corporate resolution authorizing the execution of this Agreement and the purchase of the Property.

10.4 At Closing, Escrow Holder shall cause to be issued to Buyer a standard coverage (or ALTA extended, if elected pursuant to 9.1(g)) owner's form policy of title insurance effective as of the Closing, issued by the Title Company in the full amount of the Purchase Price, insuring title to the Property vested in Buyer, subject only to the exceptions approved by Buyer. In the event there is a Purchase Money Deed of Trust in this transaction, the policy of title insurance shall be a joint protection policy insuring both Buyer and Seller.

IMPORTANT: IN A PURCHASE OR EXCHANGE OF REAL PROPERTY, IT MAY BE ADVISABLE TO OBTAIN TITLE INSURANCE IN CONNECTION WITH THE CLOSE OF ESCROW SINCE THERE MAY BE PRIOR RECORDED LIENS AND ENCUMBRANCES WHICH AFFECT YOUR INTEREST IN THE PROPERTY BEING ACQUIRED. A NEW POLICY OF TITLE INSURANCE SHOULD BE OBTAINED IN ORDER TO ENSURE YOUR INTEREST IN THE PROPERTY THAT YOU ARE ACQUIRING.

11. Prorations and Adjustments.

11.1 Taxes. Applicable real property taxes and special assessment bonds shall be prorated through Escrow as of the date of the Closing, based upon the latest tax bill available. The Parties agree to prorate as of the Closing any taxes assessed against the Property by supplemental bill levied by reason of events occurring prior to the Closing. Payment of the prorated amount shall be made promptly in cash upon receipt of a copy of any supplemental bill.

11.2 Insurance. WARNING: Any insurance which Seller may have maintained will terminate on the Closing. Buyer is advised to obtain appropriate insurance to cover the Property.

11.3 Rentals, Interest and Expenses. Scheduled rentals, interest on Existing Notes, utilities, and operating expenses shall be prorated as of the date of Closing. The Parties agree to promptly adjust between themselves outside of Escrow any rents received after the Closing.

11.4 Security Deposit. Security Deposits held by Seller shall be given to Buyer as a credit to the cash required of Buyer at the Closing.

11.5 Post Closing Matters. Any item to be prorated that is not determined or determinable at the Closing shall be promptly adjusted by the Parties by appropriate cash payment outside of the Escrow when the amount due is determined.

11.6 Variations in Existing Note Balances. In the event that Buyer is purchasing the Property subject to an Existing Deed of Trust(s), and in the event that a Beneficiary Statement as to the applicable Existing Note(s) discloses that the unpaid principal balance of such Existing Note(s) at the closing will be more or less than the amount set forth in paragraph 3.1(c) hereof ("Existing Note Variation"), then the Purchase Money Note(s) shall be reduced or increased by an amount equal to such Existing Note Variation. If there is to be no Purchase Money Note, the cash required at the Closing per paragraph 3.1(a) shall be reduced or increased by the amount of such Existing Note Variation.

11.7 Variations in New Loan Balance. In the event Buyer is obtaining a New Loan and the amount ultimately obtained exceeds the amount set forth in paragraph 5.1, then the amount of the Purchase Money Note, if any, shall be reduced by the amount of such excess.

11.8 Owner's Association Fees. Escrow Holder shall: (i) bring Seller's account with the association current and pay any delinquencies or transfer fees from Seller's proceeds, and (ii) pay any up front fees required by the association from Buyer's funds.

## 12. Representations and Warranties of Seller and Disclaimers.

12.1 Seller's warranties and representations shall survive the Closing and delivery of the deed for a period of 3 years, and any lawsuit or action based upon them must be commenced within such time period. Seller's warranties and representations are true, material and relied upon by Buyer and Brokers in all respects. Seller hereby makes the following warranties and representations to Buyer and Brokers:

(a) Authority of Seller. Seller is the owner of the Property and/or has the full right, power and authority to sell, convey and transfer the Property to Buyer as provided herein, and to perform Seller's obligations hereunder.

(b) Maintenance During Escrow and Equipment Condition At Closing. Except as otherwise provided in paragraph 9.1(n) hereof, Seller shall maintain the Property until the Closing in its present condition, ordinary wear and tear excepted.

(c) Hazardous Substances/Storage Tanks. Seller has no knowledge, except as otherwise disclosed to Buyer in writing, of the existence or prior existence on the Property of any Hazardous Substance, nor of the existence or prior existence of any above or below ground storage tank.

(d) Compliance. Seller has no knowledge of any aspect or condition of the Property which violates applicable laws, rules, regulations, codes or covenants, conditions or restrictions, or of improvements or alterations made to the Property without a permit where one was required, or of any unfulfilled order or directive of any applicable governmental agency or casualty insurance company requiring any investigation, remediation, repair, maintenance or improvement be performed on the Property.

(e) Changes in Agreements. Prior to the Closing, Seller will not violate or modify any Existing Lease or Other Agreement, or create any new leases or other agreements affecting the Property, without Buyer's written approval, which approval will not be unreasonably withheld.

(f) Possessory Rights. Seller has no knowledge that anyone will, at the Closing, have any right to possession of the Property, except as disclosed by this Agreement or otherwise in writing to Buyer.

(g) Mechanics' Liens. There are no unsatisfied mechanics' or materialmens' lien rights concerning the Property.

(h) Actions, Suits or Proceedings. Seller has no knowledge of any actions, suits or proceedings pending or threatened before any commission, board, bureau, agency, arbitrator, court or tribunal that would affect the Property or the right to occupy or utilize same.

(i) Notice of Changes. Seller will promptly notify Buyer and Brokers in writing of any Material Change (see paragraph 9.1(o)) affecting the Property that becomes known to Seller prior to the Closing.

(j) No Tenant Bankruptcy Proceedings. Seller has no notice or knowledge that any tenant of the Property is the subject of a bankruptcy or insolvency proceeding.

(k) No Seller Bankruptcy Proceedings. Seller is not the subject of a bankruptcy, insolvency or probate proceeding.

(I) Personal Property. Seller has no knowledge that anyone will, at the Closing, have any right to possession of any personal property included in the Purchase Price nor knowledge of any liens or encumbrances affecting such personal property, except as disclosed by this Agreement or otherwise in writing to Buyer.

12.2 Buyer hereby acknowledges that, except as otherwise stated in this Agreement, Buyer is purchasing the Property in its existing condition and will, by the time called for herein, make or have waived all inspections of the Property Buyer believes are necessary to protect its own interest in, and its contemplated use of, the Property. The Parties acknowledge that, except as otherwise stated in this Agreement, no representations, inducements, promises, agreements, assurances, oral or written, concerning the Property, or any aspect of the occupational safety and health laws, Hazardous Substance laws, or any other act, ordinance or law, have been made by either Party or Brokers, or relied upon by either Party hereto.

12.3 In the event that Buyer learns that a Seller representation or warranty might be untrue prior to the Closing, and Buyer elects to purchase the Property anyway then, and in that event, Buyer waives any right that it may have to bring an action or proceeding against Seller or Brokers regarding said representation or warranty.

12.4 Any environmental reports, soils reports, surveys, and other similar documents which were prepared by third party consultants and provided to Buyer by Seller or Seller's representatives, have been delivered as an accommodation to Buyer and without any representation or warranty as to the sufficiency, accuracy, completeness, and/or validity of said documents, all of which Buyer relies on at its own risk. Seller believes said documents to be accurate, but Buyer is advised to retain appropriate consultants to review said documents and investigate the Property.

### 13. Possession.

Possession of the Property shall be given to Buyer at the Closing subject to the rights of tenants under Existing Leases.

## 14. Buyer's Entry.

At any time during the Escrow period, Buyer, and its agents and representatives, shall have the right at reasonable times and subject to rights of tenants, to enter upon the Property for the purpose of making inspections and tests specified in this Agreement. No destructive testing shall be conducted, however, without Seller's prior approval which shall not be unreasonably withheld. Following any such entry or work, unless otherwise directed in writing by Seller, Buyer shall return the Property to the condition it was in prior to such entry or work, including the recompaction or removal of any disrupted soil or material as Seller may reasonably direct. All such inspections and tests and any other work conducted or materials furnished with respect to the Property by or for Buyer shall be paid for by Buyer as and when due and Buyer shall indemnify, defend, protect and hold harmless Seller and the Property of and from any and all claims, liabilities, losses, expenses (including reasonable attorneys' fees), damages, including those for injury to person or property, arising out of or relating to any such work or materials or the acts or omissions of Buyer, its agents or employees in connection therewith.

15. Further Documents and Assurances.

The Parties shall each, diligently and in good faith, undertake all actions and procedures reasonably required to place the Escrow in condition for Closing as and when required by this Agreement. The Parties agree to provide all further information, and to execute and deliver all further documents, reasonably required by Escrow Holder or the Title Company.

## 16. Attomeys' Fees.

If any Party or Broker brings an action or proceeding (including arbitration) involving the Property whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to

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decision or judgment. The term "Prevailing Party" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attomeys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred.

17. Prior Agreements/Amendments.

17.1 This Agreement supersedes any and all prior agreements between Seller and Buyer regarding the Property.

17.2 Amendments to this Agreement are effective only if made in writing and executed by Buyer and Seller.

18. Broker's Rights.

18.1 If this sale is not consummated due to the default of either the Buyer or Seller, the defaulting Party shall be liable to and shall pay to Brokers the Brokerage Fee that Brokers would have received had the sale been consummated. If Buyer is the defaulting party, payment of said Brokerage Fee is in addition to any obligation with respect to liquidated or other damages.

18.2 Upon the Closing, Brokers are authorized to publicize the facts of this transaction.

19. Notices.

19.1 Whenever any Party, Escrow Holder or Brokers herein shall desire to give or serve any notice, demand, request, approval, disapproval or other communication, each such communication shall be in writing and shall be delivered personally, by messenger, or by mail, postage prepaid, to the address set forth in this agreement or by facsimile transmission, electronic signature, digital signature, or email,

19.2 Service of any such communication shall be deemed made on the date of actual receipt if personally delivered, or transmitted by facsimile transmission, electronic signature, digital signature, or email. Any such communication sent by regular mail shall be deemed given 48 hours after the same is mailed. Communications sent by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed delivered 24 hours after delivery of the same to the Postal Service or courier. If such communication is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

19.3 Any Party or Broker hereto may from time to time, by notice in writing, designate a different address to which, or a different person or additional persons to whom, all communications are thereafter to be made.

20. Duration of Offer.

20.1 If this offer is not accepted by Seller on or before 5:00 P.M. according to the time standard applicable to the city of

on the date of

it shall be deemed automatically revoked.

20.2 The acceptance of this offer, or of any subsequent counteroffer hereto, that creates an agreement between the Parties as described in paragraph 1.2, shall be deemed made upon delivery to the other Party or either Broker herein of a duly executed writing unconditionally accepting the last outstanding offer or counteroffer.

21. LIQUIDATED DAMAGES. (This Liquidated Damages paragraph is applicable only if initialed by both Parties). THE PARTIES AGREE THAT IT WOULD BE IMPRACTICABLE OR EXTREMELY DIFFICULT TO FIX, PRIOR TO SIGNING THIS AGREEMENT, THE ACTUAL DAMAGES WHICH WOULD BE SUFFERED BY SELLER IF BUYER FAILS TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT. THEREFORE, IF, AFTER THE SATISFACTION OR WAIVER OF ALL CONTINGENCIES PROVIDED FOR THE BUYER'S BENEFIT, BUYER BREACHES THIS AGREEMENT, SELLER SHALL BE ENTITLED TO LIQUIDATED DAMAGES IN THE AMOUNT OF . UPON PAYMENT OF SAID SUM TO SELLER, BUYER SHALL BE RELEASED FROM ANY FURTHER LIABILITY TO SELLER, AND ANY ESCROW CANCELLATION FEES AND TITLE COMPANY CHARGES SHALL BE PAID BY SELLER.

Buyer Initials

Seller Initials

22. ARBITRATION OF DISPUTES. (This Arbitration of Disputes paragraph is applicable only if initialed by both Parties.)

22.1 ANY CONTROVERSY AS TO WHETHER SELLER IS ENTITLED TO THE LIQUIDATED DAMAGES AND/OR BUYER IS ENTITLED TO THE RETURN OF DEPOSIT MONEY, SHALL BE DETERMINED BY BINDING ARBITRATION BY, AND UNDER THE COMMERCIAL RULES OF THE JUDICIAL ARBITRATION & MEDIATION SERVICES, INC. (JAMS) AMERICAN ARBITRATION ASSOCIATION ("COMMERCIAL RULES"). ARBITRATION HEARINGS SHALL BE HELD IN THE COUNTY WHERE THE PROPERTY IS LOCATED. ANY SUCH CONTROVERSY SHALL BE ARBITRATED BY 3 ARBITRATORS WHO SHALL BE IMPARTIAL REAL ESTATE BROKERS WITH AT LEAST 5 YEARS OF FULL TIME EXPERIENCE IN BOTH THE AREA WHERE THE PROPERTY IS LOCATED AND THE TYPE OF REAL ESTATE THAT IS THE SUBJECT OF THIS AGREEMENT. THEY SHALL BE APPOINTED UNDER THE COMMERCIAL RULES. THE ARBITRATORS SHALL HEAR AND DETERMINE SAID CONTROVERSY IN ACCORDANCE WITH APPLICABLE LAW. THE INTENTION OF THE PARTIES AS EXPRESSED IN THIS AGREEMENT AND ANY AMENDMENTS THERETO, AND UPON THE EVIDENCE PRODUCED AT AN ARBITRATION HEARING. PRE-ARBITRATION DISCOVERY SHALL BE PERMITTED IN ACCORDANCE WITH THE COMMERCIAL RULES OR STATE LAW APPLICABLE TO ARBITRATION PROCEEDINGS. THE AWARD SHALL BE EXECUTED BY AT LEAST 2 OF THE 3 ARBITRATORS, BE RENDERED WITHIN 30 DAYS AFTER THE CONCLUSION OF THE HEARING, AND MAY INCLUDE ATTORNEYS' FEES AND COSTS TO THE PREVAILING PARTY PER PARAGRAPH 16 HEREOF. JUDGMENT MAY BE ENTERED ON THE AWARD IN ANY COURT OF COMPETENT JURISDICTION NOTWITHSTANDING THE FAILURE OF A PARTY DULY NOTIFIED OF THE ARBITRATION HEARING TO APPEAR THEREAT.

22.2 BUYER'S RESORT TO OR PARTICIPATION IN SUCH ARBITRATION PROCEEDINGS SHALL NOT BAR SUIT IN A COURT OF COMPETENT JURISDICTION BY THE BUYER FOR DAMAGES AND/OR SPECIFIC PERFORMANCE UNLESS AND UNTIL THE ARBITRATION RESULTS IN AN AWARD TO THE SELLER OF LIQUIDATED DAMAGES, IN WHICH EVENT SUCH AWARD SHALL ACT AS A BAR AGAINST ANY ACTION BY BUYER FOR DAMAGES AND/OR SPECIFIC PERFORMANCE.

22.3 NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS SUCH RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

**Buyer Initials** 

Seller Initials

23. Miscellaneous.

This Agreement shall be binding on the Parties without regard to whether or not paragraphs 21 and 22 are initialed by 23.1 Binding Effect. both of the Parties. Paragraphs 21 and 22 are each incorporated into this Agreement only if initialed by both Parties at the time that the Agreement is executed.

23.2 Applicable Law. This Agreement shall be governed by, and paragraph 22.3 is amended to refer to, the laws of the state in which the

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Property is located. Any litigation or arbitration between the Parties hereto concerning this Agreement shall be initiated in the county in which the Property is located.

23.3 Time of Essence. Time is of the essence of this Agreement.

23.4 Counterparts. This Agreement may be executed by Buyer and Seller in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Escrow Holder, after verifying that the counterparts are identical except for the signatures, is authorized and instructed to combine the signed signature pages on one of the counterparts, which shall then constitute the Agreement.

23.5 Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.

23.6 Conflict. Any conflict between the printed provisions of this Agreement and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions. Seller and Buyer must initial any and all handwritten provisions.

23.7 1031 Exchange. Both Seller and Buyer agree to cooperate with each other in the event that either or both wish to participate in a 1031 exchange. Any party initiating an exchange shall bear all costs of such exchange. The cooperating Party shall not have any liability (special or otherwise) for damages to the exchanging Party in the event that the sale is delayed and/or that the sale otherwise fails to qualify as a 1031 exchange.

23.8 Days. Unless otherwise specifically indicated to the contrary, the word "days" as used in this Agreement shall mean and refer to calendar days.

24. Disclosures Regarding The Nature of a Real Estate Agency Relationship.

24.1 The Parties and Brokers agree that their relationship(s) shall be governed by the principles set forth in the applicable sections of the California Civil Code, as summarized in paragraph 24.2.

24.2 When entering into a discussion with a real estate agent regarding a real estate transaction, a Buyer or Seller should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Buyer and Seller acknowledge being advised by the Brokers in this transaction, as follows:

(a) Seller's Agent. A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or subagent has the following affirmative obligations: (1) To the Seller. A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Seller. (2) To the Buyer and the Seller: a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above. (b) Buyer's Agent. A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations. (1) To the Buyer: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Buyer. (2) To the Buyer and the Seller: a. Diligent exercise of reasonable skills and care in performance of the agent's duties, b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above. (c) Agent Representing Both Seller and Buyer. A real estate agent, either acting directly or through one or more associate licenses, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer. (1) In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer: a. A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Seller or the Buyer. b. Other duties to the Seller and the Buyer as stated above in their respective sections (a) or (b) of this paragraph 24.2. (2) In representing both Seller and Buyer, the agent may not without the express permission of the respective Party, disclose to the other Party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered. (3) The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect their own interests. Buyer and Seller should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional, (d) Further Disclosures. Throughout this transaction Buyer and Seller may receive more than one disclosure, depending upon the number of agents assisting in the transaction. Buyer and Seller should each read its contents each time it is presented, considering the relationship between them and the real estate agent in this transaction and that disclosure. Buyer and Seller each acknowledge receipt of a disclosure of the possibility of multiple representation by the Broker representing that principal. This disclosure may be part of a listing agreement, buyer representation agreement or separate document. Buyer understands that Broker representing Buyer may also represent other potential buyers, who may consider, make offers on or ultimately acquire the Property. Seller understands that Broker representing Seller may also represent other sellers with competing properties that may be of interest to this Buyer. Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this transaction may be brought against Broker more than one year after the Date of Agreement and that the liability (including court costs and attomeys' fees), of any Broker with respect to any breach of duty, error or omission relating to this Agreement shall not exceed the fee received by such Broker pursuant to this Agreement; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

24.3 Confidential Information: Buyer and Seller agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

25. Construction of Agreement. In construing this Agreement, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Agreement. Whenever required by the context, the singular shall include the plural and vice versa. This Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

26 Additional Provisions:

Additional provisions of this offer, if any, are as follows or are attached hereto by an addendum consisting of paragraphs 28

through 33 . (If there are no additional provisions write "NONE".)

a energy disclosure addendum is attached;

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ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY THE AIR COMMERCIAL REAL ESTATE ASSOCIATION OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS AGREEMENT OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS AGREEMENT.

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2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PROPERTY. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PROPERTY, THE INTEGRITY AND CONDITION OF ANY STRUCTURES AND OPERATING SYSTEMS, AND THE SUITABILITY OF THE PROPERTY FOR BUYER'S INTENDED USE.

WARNING: IF THE PROPERTY IS LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THIS AGREEMENT MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED.

NOTE:

THIS FORM IS NOT FOR USE IN CONNECTION WITH THE SALE OF RESIDENTIAL PROPERTY.

2. IF EITHER PARTY IS A CORPORATION, IT IS RECOMMENDED THAT THIS AGREEMENT BE SIGNED BY TWO CORPORATE OFFICERS.

The undersigned Buyer offers and agrees to buy the Property on the terms and conditions stated and acknowledges receipt of a copy hereof. BROKER:

Colliers International CA, Inc., A Delaware	Pacific View Charter School, a California
Corporation	Public Benefit Corporation

Aun: Mike Pappas	By:
Title:	Date:
Address: 5901 Priestly Drive	Name Printed:
Carlsbad, CA 92008	Title:
Telephone:(760) 930-7931	Telephone:( )
Facsimile:(760) 438-8950	Facsimile:( )
Email:	Email:
Federal ID No.	
	By:
Broker/Agent BRE License #: 00981543	Date:
	Name Printed:
	Title:
	Address:
	Telephone:()
	Facsimile:
	Email:
	Federal ID No.

## 27. Acceptance.

27.1 Seller accepts the foregoing offer to purchase the Property and hereby agrees to sell the Property to Buyer on the terms and conditions therein specified.

27.2 Seller acknowledges that Brokers have been retained to locate a Buyer and are the procuring cause of the purchase and sale of the Property set forth in this Agreement. In consideration of real estate brokerage service rendered by Brokers, Seller agrees to pay Brokers a real estate Brokerage Fee in a sum equal to 5 % of the Purchase Price to be divided between the Brokers as follows: Seller's Broker 2.5 % and Buyer's Broker 2.5 %. This Agreement shall serve as an irrevocable instruction to Escrow Holder to pay such Brokerage Fee to Brokers out of the proceeds accruing to the account of Seller at the Closing.

27.3 Seller acknowledges receipt of a copy hereof and authorizes Brokers to deliver a signed copy to Buyer.

## NOTE: A PROPERTY INFORMATION SHEET IS REQUIRED TO BE DELIVERED TO BUYER BY SELLER UNDER THIS AGREEMENT.

## **BROKER:**

SELLER:

Lee & Associates - Ontario and	Moreno Valley Health, LLC
Lee & Associates - Riverside	

Attn: Greg T. Martin and Rocky Moran	By:
Title: Principal/Sr. Vice President	Date:
Address: 3535 Inland Empire Blvd.	Name Printed: Richard Butler
Ontario, California, 91764	Title: Manager
Telephone:(909)989-7771	Telephone:(303)945-7547
Facsimile:(909)944-8250	Facsimile:
Email:GMARTIN@LEE-ASSOC.COM	Email: rick@rickeb.com
Federal ID No.: 33-0263082	
	By:
Broker/Agent BRE License #: 01001749/01841701	Date:
	Name Printed:
	Title:
	Address:
	Telephone:()
	Facsimile:( )
	Email:
	Federal ID No.:

NOTICE: These forms are often modified to meet changing requirements of law and industry needs. Always write or call to make sure you are utilizing the most current form: AIR Commercial Real Estate Association, 500 N Brand Blvd, Suite 900, Glendale, CA 91203. Telephone No. (213) 687-8777. Fax No.: (213) 687-8616.

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INITIALS

## ADDENDUM TO THAT CERTAIN STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS ("AGREEMENT") DATED MAY 13, 2015 BY AND BETWEEN MORENO VALLEY HEALTH LLC ("SELLER") AND PACIFIC VIEW CHARTER SCHOOL, A CALIFORNIA PUBLIC BENEFIT CORPORATION ("BUYER") FOR THAT PROPERTY KNOWN AS 22695 ALESSANDRO BLVD. MORENO VALLEY, CALIFORNIA

**28.** Condition of Property: Buyer is buying the property in it's "As-Is, Where-Is" condition and Buyer has the right to conduct inspections of the Property during the

escrow period per the Agreement.

29. Buyer's Contingencies and Removal Periods:

Buyer shall have until the later of June 15, 2015, 5:00 p.m. or thirty (30) days from execution of the Purchase and Sale Agreement, to remove all contingencies of every kind and nature at Buyers absolute and sole discretion with the exception of those contingencies which will require Seller to provide Buyer with documents. The contingencies, which are dependent upon Seller providing documents, must be satisfied by Buyer upon the later of June 15, 2015, 5:00 p.m., or seven (7) days after Buyer's receipt of the documents. Buyer may cancel the Escrow and be refunded Buyer's deposit, for any or no reason, prior to the later of June 15, 2015, 5:00 p.m. of the Purchase and Sale Agreement, with written notice to Seller and Escrow. Seller shall provide the following documents:

- Preliminary Title Report (PTR)
- Completed AIR Property Information Sheet
   Seller's Mandatory Disclosure Sheet

B) <u>Due Diligence Documents:</u> In the event Buyer cancels Escrow, for any or no reason, and at any time, Buyer agrees to immediately provide Seller with any and all materials prepared, contracted for or otherwise obtained by Buyer, said materials will include, but not be limited to, the following:

- Any and all plans, surveys and other documents provided to Buyer by Seller
- Any and all environmental reports completed at Buyer's direction or request.
- Any and all plans completed for Buyer relative to the Property.
- Any and all estimates relative to improvement costs for the Property.

**30.** Deposits:

At the Opening of Escrow, an Earnest Money Deposit in the amount of the Twenty-five Thousand and no/100 Dollars (\$25,000.00) shall be deposited by Buyer into Escrow. Upon Buyer's removal of all contingencies to the Escrow, Buyer shall make an additional deposit of One Hundred Thousand and no/ 100 dollars (\$100,000.00) within three (3) business days. Buyer's total deposits of One Hundred Thousand Twenty-five Thousand and no/100 Dollars (\$125,000.00) shall be nonrefundable to Buyer if the Buyer fails to close escrow for any reason except as to an uncured material breach by Seller. Said deposits shall be applicable to the Purchase Price, nonrefundable to Buyer and held in escrow until close.

## 31. 1031 Exchange:

Buyer agrees, at no cost to Buyer to cooperate with Seller in any way to
## ADDENDUM TO THAT CERTAIN STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS ("AGREEMENT") DATED MAY 13, 2015 BY AND BETWEEN MORENO VALLEY HEALTH LLC ("SELLER") AND PACIFIC VIEW CHARTER SCHOOL, A CALIFORNIA PUBLIC BENEFIT CORPORATION ("BUYER") FOR THAT PROPERTY KNOWN AS 22695 ALESSANDRO BLVD. MORENO VALLEY, CALIFORNIA

seek the advice of counsel as to the legal and tax consequences of this transaction.

**33. Board Approval:** The Purchase and Sale Agreement is subject to approval of the Pacific View Charter School Board, which next meets Tuesday, May 19, 2015.

**34. Also Attached:** Uniform Disclaimer, Property Information Sheet, Seller's Mandatory Sheet, and Agency Disclosure.

Buyer and Seller both understand and accept that this Addendum is intended to be a part of the Agreement and that in the event of any conflict between the language of the Agreement and this Addendum, the Addendum language shall prevail and supersede.

Also attached to the Contract is the Uniform Disclaimer Sale Form.

AGREED AND ACCEPTED:

AGREED AND ACCEPTED:

Seller: Moreno Valley LLC

Buyer: Pacific View Charter School, a California Public Benefit Corporation

*By*:

*By*:

Date:

Date:

## ADDENDUM TO THAT CERTAIN STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS ("AGREEMENT") DATED MAY 7, 2015 BY AND BETWEEN MORENO VALLEY HEALTH LLC ("SELLER") AND PACIFIC VIEW CHARTER SCHOOL, A CALIFORNIA PUBLIC BENEFIT CORPORATION ("BUYER") FOR THAT PROPERTY KNOWN AS 22695 ALESSANDRO BLVD. MORENO VALLEY, CALIFORNIA

- 28. Condition of Property: Buyer is buying the property in it's "As-Is, Where-Is" condition and Buyer has the right to conduct inspections of the Property during the escrow period per the Agreement.
- 29. Buyer's Contingencies and Removal Periods: Buyer shall have until June 12, 2015, 5:00 p.m., to remove all

contingencies of every kind and nature at Buyers absolute and sole discretion with the exception of those contingencies which will require Seller to provide Buyer with documents. The contingencies which are dependent upon Seller providing documents, must be satisfied by Buyer upon the later of June 12, 2015, 5:00 p.m., or five (5) days after Buyer's receipt of the documents. Buyer may cancel the Escrow and be refunded Buyer's deposit, for any or no reason, prior to June 12, 2015, with written notice to Seller and Escrow. Seller shall provide the following documents:

- Preliminary Title Report (PTR)
- Completed AIR Property Information Sheet
- Seller's Mandatory Disclosure Sheet

B) <u>Due Diligence Documents:</u> In the event Buyer cancels Escrow, for any or no reason, and at any time, Buyer agrees to immediately provide Seller with any and all materials prepared, contracted for or otherwise obtained by Buyer, said materials will include, but not be limited to, the following:

- Any and all plans, surveys and other documents provided to Buyer by Seller
- Any and all environmental reports completed at Buyer's direction or request.
- Any and all plans completed for Buyer relative to the Property.
- Any and all estimates relative to improvement costs for the Property.
- **Deposits:** At the Opening of Escrow, an Earnest Money Deposit in the amount of the Twenty-five Thousand and no/100 Dollars (\$25,000.00) shall be deposited by Buyer into Escrow. Upon Buyer's removal of all contingencies to the Escrow, on or before June 12, 2015 at 5:00 p.m., Buyer shall make an additional deposit of One Hundred Thousand and no/ 100 dollars (\$100,000.00). Buyer's total deposits of One Hundred Thousand Twenty-five Thousand and no/100 Dollars (\$125,000.00) shall be non-refundable to Buyer if the Buyer fails to close escrow for any reason except as to an uncured material breach by Seller. Said deposit shall be applicable to the Purchase Price, nonrefundable to Buyer and held in escrow until close.
- **31.** 1031 Exchange: Buyer agrees, at no cost to Buyer to cooperate with Seller in any way to facilitate Seller completing a 1031 Exchange with the sale proceeds for the proposed transaction should Seller desire.
- 32. Independent Investigation:

**30**.

Seller and Buyer acknowledge that Seller's broker has made no Representation or Warranties regarding the physical condition of the property and suitability for the Buyer's use. Seller and Buyer are relying on their own independent investigation in making or accepting this Offer. Seller's broker makes no representation or recommendation as to the legal sufficiency, legal effect or tax consequence of this Agreement on the transaction to which it relates. The parties are urged and instructed to seek the advice of counsel as to the legal and tax consequences of this transaction.

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# COMMENCIAL ASCISATION

## SELLER'S MANDATORY DISCLOSURE STATEMENT (Required by law on transactions involving non-residential properties in California) DO NOT USE THIS FORM WITH REGARD TO THE SALE OF RESIDENTIAL PROPERTIES

AIR Commercial Real Estate Association

This disclosure statement is intended to be a part of the Ø STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS FOR PURCHASE OF REAL ESTATE (See paragraph 9.1(a) of said document) or 🗆

(the "Purchase Agreement") dated May 7, 2015

, regarding that certain real property commonly

known as: 22695 Alessandro Blvd., Moreno Valley, California

(the "Property") wherein Moreno Valley Health LLC

is the Seller and Pacific View Charter School a California Public Benefit Corporation is the Buyer. Note: This disclosure statement is <u>not</u> designed nor intended to be used in place of the standard Property Information Sheet published by the AIR Commercial Real Esate Association ("AIR"). Both documents should be used in every transaction involving a sale.

In order to comply with State law concerning disclosures to a potential purchaser, Seller elects to:

A. Utilize a report prepared by a professional consultant which has been approved by the AIR, i.e. First American Natural Hazard Disclosures, (800) 527-0027, or JCP Property Disclosure Reports, (800) 748-5233. A copy of their report is attached hereto. (Complete paragraph 8, 9, 10, 12 and 13 and sign this statement in the place provided.)

B. Utilize a report prepared by

(\_\_\_\_) \_\_\_\_\_\_ A copy of their report is attached hereto. (Complete paragraphs 8, 9 10, 12, and 13, sign this Statement in the place provided, and attach a copy of The Commercial Property Owner's Guide to Earthquake Safety.)

C. Complete this Disclosure Statement without the assistance of a professional consultant. (Complete paragraphs 1 through 13 and sign this Statement in the place provided. Remember to attach a copy of The Commercial Property Owner's Guide to Earthquake Safety.)

1. EARTHQUAKE FAULT ZONES. If the Property is located within a delineated Earthquake Fault Zone (a zone that encompasses a potentially or recently active trace of an earthquake fault that is deemed by the State Geologist to constitute a potential hazard to structures from surface faulting or fault creep), California Public Resources Code §2621 et seq. mandates that prospective purchasers be advised that the Property is located within such a Zone, and that its development may require a geologic report from a state registered geologist. In accordance with such law, Buyer is hereby informed that the Property is D or is not D within a delineated Earthquake Fault Zone.

2. SEISMIC HAZARD ZONES. If the Property is located within a Seismic Hazard Zone as delineated on a map prepared by the California Division of Mines and Geology, California Public Resources Code §2690 et seq. mandates that prospective purchasers be advised that the Property is located within such a Zone. In accordance with such law, Buyer is hereby informed that the Property is Or is not Division a Seismic Hazard Zone.

3. EARTHQUAKE SAFETY. If (1) the improvements on the Property were constructed prior to 1975, and (2) said improvements include structures with (i) pre-cast (*e.g.*, tilt-up) concrete or reinforced masonry walls together with wood frame floors or roofs or (ii) unreinforced masonry walls, Buyer must be provided with a copy of The Commercial Property Owner's Guide to Earthquake Safety (the "Booklet") published by the California Seismic Safety Commission. Buyer is hereby informed that the Property:

(a) meets the foregoing requirements, and a copy of the Booklet and a completed "Commercial Property Earthquake Weakness Disclosure Report" is attached hereto. Within five business days of Buyer's receipt of said Disclosure Report, Buyer shall deliver a duly countersigned copy of the same to Escrow Holder, with a copy to Seller and Seller's Broker. Escrow Holder is hereby instructed that the Escrow shall not close unless and until Escrow Holder has received the Disclosure Report duly signed by both Seller and Buyer.

(b) does not meet the foregoing requirements requiring the delivery of the Booklet.

4. FIRE PROTECTION. If the Property is located within a designated State Responsibility Area as delineated on a map prepared by the California Department of Forestry, California Public Resources/Code  $\frac{4}{4}$  and mandates that prospective purchasers be advised that the Property is located within a wildland area which may contain substantial forest fire visks and hazards, that the State may not be responsible to provide fire protection services, and that the Property may be subject to the requirements of Public Resources Code  $\frac{4}{291}$  which requires the periodic removal of brush, the maintenance of firebreaks, and other similar activities. In accordance with such law, Buyer is hereby informed that the Property is  $\Box$  or is not  $\Box$  within a designated State Responsibility Area.

5. FIRE HAZARD. If the Property is located within an area designated as a Very High Fire Hazard Severity Zone pursuant to Government Code §51178 et seq, §51183.5 mandates that prospective purchasers be advised that the Property is located within such a zone and that the Property may be subject to various maintenance, design and/or construction requirements and/or restrictions. In accordance with such law, Buyer is hereby informed that the Property is  $\Box$  or is not  $\Box$  within a designated Very High Fire Hazard Severity Zone.

6. AREA OF POTENTIAL FLOODING. If the Property is located within an area of potential flooding in the event of the failure of a dam as shown on an inundation map designated pursuant to Government Code §8589.5, §8589.4 mandates that prospective purchasers be advised that the Property is located within such an area. In accordance with such law, Buyer is hereby informed that the Property is  $\Box$  or is not  $\Box$  within a designated

area of potential flooding.

7. FLOOD HAZARD AREAS. If the Property is located within a designated Federal Flood Hazard Area as delineated on a map prepared by the Federal Emergency Management Agency, Federal law, ie. 42 U.S.C. §4104a, mandates that prospective purchasers be advised that the Property is located within an area having special flood hazards and that flood insurance may be required as a condition to obtaining financing. In accordance with such law, Buyer is hereby informed that the Property is  $\Box$  or is not  $\Box$  within a designated Federal Flood Hazard Area.

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### INITIALS

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FORM SMD-5-04/14E

INITIALS

## ADDENDUM TO THAT CERTAIN STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS ("AGREEMENT") DATED MAY 7, 2015 BY AND BETWEEN MORENO VALLEY HEALTH LLC ("SELLER") AND PACIFIC VIEW CHARTER SCHOOL, A CALIFORNIA PUBLIC BENEFIT CORPORATION ("BUYER") FOR THAT PROPERTY KNOWN AS 22695 ALESSANDRO BLVD. MORENO VALLEY, CALIFORNIA

**33. Also Attached:** Uniform Disclaimer, Property Information Sheet, Seller's Mandatory Sheet, and Agency Disclosure.

Buyer and Seller both understand and accept that this Addendum is intended to be a part of the Agreement and that in the event of any conflict between the language of the Agreement and this Addendum, the Addendum language shall prevail and supersede.

Also attached to the Contract is the Uniform Disclaimer Sale Form.

AGREED AND ACCEPTED:

Seller: Moreno Valley LLC

AGREED AND ACCEPTED:

Buyer: Pacific View Charter School, a California Public Benefit Corporation

<b>B</b> y:	
• • • • • • • • • • • • • • • • • • •	

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

Date:



I:\Greg\Addendums-Amendments\2015\Pacific View Charter School re 22695 Alessandro Blvd. (Addendum).doc



## **PROPERTY INFORMATION SHEET**

(For the sale or leasing of non-residential properties) AIR Commercial Real Estate Association

### PREFACE:

Purpose: This Statement is NOT a warranty as to the actual condition of the Property/Premises. The purpose is, instead, to provide the brokers and the potential buyer/lessee with important information about the Property/Premises which is currently in the actual knowledge of the Owner and which the Owner is required by law to disclose.

Actual Knowledge: For purposes of this Statement the phrase 'actual knowledge' means: the awareness of a fact, or the awareness of sufficient information and circumstances so as to cause one to believe that a certain situation or condition probably exists.

TO WHOM IT MAY CONCERN:

Moreno Valley Health LLC

(''Owner'').

owns the Property/Premises commonly known by the street address of 22695 Alessandro Blvd.

located in the City of Moreno Valley	Count
of, <u>Riverside</u>	, State of California
and generally described as (describe briefly the nature of the Premises or Proper	
land	
(herein after "Property"), and certifies that:	

1. Material Physical Defects. Owner has no actual knowledge of any material physical defects in the Property or any improvements and structures thereon, including, but not limited to the roof, except (if there are no exceptions write "NONE"): None

2. Equipment.

A. Owner has no actual knowledge that the heating, ventilating, air conditioning, plumbing, loading doors, electrical and lighting systems, life safety systems, security systems and mechanical equipment existing on the Property as of the date hereof, if any, are not in good operating order and condition, except (if there are no exceptions write "NONE"): None

B. Owner has no actual knowledge of any leases, financing agreements, liens or other agreements affecting any equipment which is being included with the Property, except (if there are no exceptions write "NONE"): None

3. Soil Conditions. Owner has no actual knowledge that the Property has any slipping, sliding, settling, flooding, ponding or any other grading, drainage or soil problems, except (if there are no exceptions write "NONE"):None

4. Utilities. Owner represents and warrants that the Property is served by the following utilities (check the appropriate boxes) ☑ public sewer system and the cost of installation thereof has been fully paid, □ private septic system, ☑ electricity, ☑ natural gas, ☑ domestic water, ☑ telephone, and □ other:

5. Insurance. Owner has no actual knowledge of any insurance claims filed regarding the Property during the preceeding 3 years, except (if there are no exceptions write "NONE"): <u>None</u>

6. Compliance With Laws. Owner has no actual knowledge of any aspect or condition of the Property which violates applicable laws, rules, regulations, codes, or covenants, conditions or restrictions, or of improvements or alterations made to the Property without a permit where one was required, or of any unfulfilled order or directive of any applicable government agency or of any casualty insurance company that any work of investigation, remediation, repair, maintenance or improvement is to be performed on the Property, except (if there are no exceptions write "NONE"):

7. Hazardous Substances and Mold.

None

A. Owner has no actual knowledge of the Property ever having been used as a waste dump, of the past or present existence of any above or below ground storage tanks on the Property, or of the current existence on the Property of asbestos, transformers containing PCB's or any

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hazardous, toxic or infectious substance whose nature and/or quantity of existence, use, manufacture or effect, render it subject to Federal, state or local regulation, investigation, remediation or removal as potentially injurious to public health or welfare, except (if there are no exceptions write "NONE"): None

B. Owner represents and warrants that it is not currently, and never has been engaged in the business of hauling waste, and never stored hazardous substances on the Property, except (if there are no exceptions write "NONE"): None

C. Owner has no actual knowledge of the existence on the Property of hazardous levels of any mold or fungi defined as toxic under applicable state or Federal law, except (if there are no exceptions write "NONE"): None

8. Fire Damage. Owner has no actual knowledge of any structure on the Property having suffered material fire damage, except (if there are no exceptions write "NONE"): None

9. Actions, Suits or Proceedings. Owner has no actual knowledge that any actions, suits or proceedings are pending or threatened before any court, arbitration tribunal, governmental department, commission, board, bureau, agency or instrumentality that would affect the Property or the right or ability of an owner or tenant to convey, occupy or utilize the Property, except (if there are no exceptions write "NONE"): None

10. Governmental Proceedings. Owner has no actual knowledge of any existing or contemplated condemnation, environmental, zoning, redevelopment agency plan or other land use regulation proceedings which could detrimentally affect the value, use and operation of the Property, except (if there are no exceptions write "NONE"): <u>None</u>

11. Unrecorded Title Matters. Owner has no actual knowledge of any encumbrances, covenants, conditions, restrictions, easements, licenses, liens, charges or other matters which affect the title of the Property that are not recorded in the official records of the county recorder where the Property is located, except (if there are no exceptions write "NONE"): None

12. Leases. Owner has no actual knowledge of any leases, subleases or other tenancy agreements affecting the Property, except (if there are no exceptions write "NONE"): None

13. Options. Owner has no actual knowledge of any options to purchase, rights of first refusal, rights of first offer or other similar agreements affecting the Property, except (if there are no exceptions write "NONE"): None

14. Short Sale/Foreclosure. The ability of the Owner to complete a sale of the Property  $\Box$  is contingent  $\square$  is not contingent upon obtaining the consent of one or more lenders to conduct a 'short sale', i.e. a sale for less that the amount owing on the Property. (This paragraph only needs to be completed if this Property Information Sheet is being completed in connection with the proposed sale of the Property) One or more of any loans secured by the Property  $\Box$  is not in foreclosure.

15. Energy Efficiency. The Property has has not been granted an energy efficiency rating or certification such as one from the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) or Seller/Lessor does not know if the Property has been granted such a rating or certificate. If such a rating or certification has been obtained please describe the rating or certification and provide the name of the organization that granted it:

16. Other. (It will be presumed that there are no additional items which warrant disclosure unless they are set forth herein): None to the best of Sellers and belief.

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FORM PI-7-02/13E

The statements herein will be relied upon by brokers, buyers, lessees, lenders and others. Therefore, Owner and/or the Owner's Property Manager has reviewed and modified this printed statement as necessary to accurately and completely state all the known material facts concerning the Property. To the extent such modifications are not made, this statement may be relied upon as printed. This statement, however, shall not relieve a buyer or lessee of responsibility for independent investigation of the Property. Owner agrees to promptly notify, in writing, all appropriate parties of any material changes which may occur in the statements contained herein from the date this statement is signed until title to the Property is transferred, or the lease is executed.

Date:

(Fill in date of execution)

"OWNER"

Moreno Valley Health LLC

By:\_\_\_

Name Printed: Richard Butler

Title: Manager

Buyer/lessee hereby acknowledges receipt of a copy of this Property Information Sheet on

(Fill in date received)		
Pacific View Charter Schoo	l a California	
Public Benefit Corporation		
Ву:		

Name Printed:

Title:

NOTICE: These forms are often modified to meet changing requirements of law and industry needs. Always write or call to make sure you are utilizing the most current form: AIR Commercial Real Estate Association, 500 N Brand Blvd, Suite 900, Glendale, CA 91203. Telephone No. (213) 687-8777. Fax No.: (213) 687-8616.

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FORM PI-7-02/13E

## Business Financing Options<sup>1</sup>





Rates Effective as of 05/13/2015	10 Year Amortization	15 Year Amortization	20 Year Amortization
	10 Year Maturity	15 Year Maturity	20 Year Maturity
Purchase Amount	\$2,300,000	\$2,300,000	\$2,300,000
Union Bank 1st TD	\$1,725,000	\$1,725,000	\$1,725,000
Down Payment	\$575,000	\$575,000	\$575,000
Loan-to-Value	75%	75%	75%
Bank Loan Interest Rate basis	Fixed Rate	Fixed Rate	Fixed Rate
Payment Due Date	7/1/2015	7/1/2015	7/1/2015
Indicative Interest Rate <sup>1</sup>	4.70%	4.80%	4.95%
Amortization Term	10	15	20
Loan Term	10	15	20
Balloon Payment At End of Term	\$0	\$0	\$0
Estimated Monthly Payment	\$18,044	\$13,462	\$11,337
Estimated Closing Costs:			
(not included above)	· · · · · · · · · · · · · · · · · · ·		
Origination Fee	\$500	\$500	\$500
Environmental	\$1200-\$2200	\$1200-\$2200	\$1200-\$2200
Appraisal	\$1200-3000	\$1200-3000	\$1200-3000
Title & Escrow	Provided by Title Co.	Provided by Title Co.	Provided by Title Co.

<b>Prepared For:</b>	Pacific Vi	iew Char	ter
5/13/2015			

The financing options presented are for illustrative purposes only. The displayed indicative interest Rate is based on an index plus a margin, and the index differs by loan program. This is not a guarantee of rate or a commitment to lend. Financing subject to credit and collateral approval by Union Bank. SBA loans require approval by the SBA. A due diligence fee may be required upon approval. Other restrictions apply. Rates, fees, terms, and conditions subject to change. Financing available to businesses and collateral located in CA, OR, or WA,

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89/2107 (02/15)

**Devon Bray VP Business Banking** 951-972-6395 <u>devon.bray@unionbank.com</u>

Number	Course Number	Name
1.	1145	English 9A *-This freshman-year English course engages students in literary analysis and inferential evaluation of great texts both classic and contemporary. While critically reading fiction, poetry, drama, and literary nonfiction, students will master comprehension and literary analysis strategies. Interwoven in the lessons across two semesters are activities that encourage students to strengthen their oral language skills and produce clear, coherent writing. Students will read a range of classic texts including Homer's The Odyssey, Shakespeare's Romeo and Juliet, and Richard Connell's "The Most Dangerous Game." They will study also short but complex texts, including influential speeches by Dr. Martin Luther King Jr., Franklin D. Roosevelt, and Ronald Reagan. Contemporary texts by Richard Preston, Julia Alvarez, and Maya Angelou round out the course.
2.	1146	English 9B*
3.	1147	English 10A*-Focused on application, this sophomore English course reinforces literary analysis and twenty-first century skills with superb pieces of literature and literary nonfiction, application e-resources, and educational interactives. Each thematic unit focuses on specific literary analysis skills and allows students to apply them to a range of genres and text structures. As these units meld modeling and application, they also expand on training in media literacy, twenty-first century career skills, and the essentials of grammar and vocabulary. Under the guidance of the eWriting software, students also compose descriptive, persuasive, expository, literary analyses, research, narrative, and compare-contrast essays.
4.	1148	English 10B *
5.	1149	English 11A *- This junior-year English course invites students to delve into American literature from early American Indian voices through contemporary works. Students engage in literary analysis and inferential evaluation of great texts as the centerpieces of this course. While critically reading fiction, poetry, drama, and expository nonfiction, students master comprehension and literary analysis strategies. Interwoven in the lessons across two semesters are tasks that encourage students to strengthen their oral language skills and produce creative, coherent writing. Students read a range of short but complex texts, including works by Ralph Waldo Emerson, Emily Dickinson, Herman Melville, Nathaniel Hawthorne, Paul Laurence Dunbar, Martin Luther King, Jr., F. Scott Fitzgerald, Sandra Cisneros, Amy Tan, and Dave Eggers.
6.	1154	English 11B*
7.	1155	English 12A*- This senior-level English course offers fascinating insight into British literary traditions spanning from Anglo-Saxon writing to the Modern Period. With interactive introductions and historical contexts, this full-year course connects philosophical, political, religious, ethical, and social influences of each time period to the works of many notable authors, including Chaucer, William Shakespeare, Queen Elizabeth I, Elizabeth Barrett Browning, and Virginia Woolf. Adding an extra dimension to the British literary experience, this course also exposes students to world literature, including works from India, Europe, China, and Spain.
8.	1156	English 12B *
9.	1157	<b>Biology</b> A -This compelling two-semester course engages students in the study of life and living organisms and examines biology and biochemistry I the real world. This is a yearlong course that encompasses traditional concepts in biology and encourages exploration of new discoveries in this field of science. The components include biochemistry, cell biology, cell processes, heredity and reproduction, the evolution of life, taxonomy, human body systems, and ecology. This course includes both hands-on wet labs and virtual lab options.
10.	1158	Biology B
11.	1159	Environmental Science A -Environmental science is a captivating and rapidly expanding field, and this two-semester course offers compelling lessons that cover many aspects of the field: ecology, the biosphere, land, forests and soil, water, energy and resources, and societies and policy. Through unique activities and material, high school students connect scientific theory and concepts to current, real-world dilemmas, providing them with opportunities for mastery in each of the segments throughout the semester.

12.	1160	Environmental Science B
13.	1161	<b>Geometry</b> A*- This course formalizes what students learned about geometry in the middle grades with a focus on reasoning and making mathematical arguments.
		Mathematical reasoning is introduced with a study of triangle congruency, including
		exposure to formal proofs and geometric constructions. Then students extend what they
		have learned to other essential triangle concepts, including similarity, right-triangle trigonometry, and the Laws of Sines and Cosines. Moving on to other shapes, students
		justify and derive various formulas for circumference, area, and volume, as well as cross-
		sections of solids and rotations of two-dimensional objects. Students then make important
		connections between geometry and algebra, including special triangles, slopes of parallel
		and perpendicular lines, and parabolas in the coordinate plane, before delving into an in-
		depth investigation of the geometry of circles. The course closes with a study of set theory and probability, as students apply theoretical and experimental probability to make
		decisions informed by data analysis.
14.	1162	Geometry B*
15.	1163	Algebra 2A *- This course focuses on functions, polynomials, periodic phenomena, and
		collecting and analyzing data. The course begins with a review of linear and quadratic
		functions to solidify a foundation for learning these new functions. Students make
		connections between verbal, numeric, algebraic, and graphical representations of functions and apply this knowledge as they create equations and inequalities that can be used to
		model and solve mathematical and real-world problems. As students refine and expand
		their algebraic skills, they will draw analogies among the operations and field properties of
		real numbers and those of complex numbers and algebraic expressions. Mathematical
		practices and habits of mind are embedded throughout the course, as students solve novel problems, reason abstractly, and think critically.
16.	1164	Algebra 2B *
17.	1165	Common Core Math 1A* - The first in an integrated math series for high school, this
		course formalizes and extends middle school mathematics, deepening
		students' understanding of linear relationships. The course begins with a review of
		relationships between quantities, building from unit conversion to a study of expressions,
		equations, and inequalities. Students contrast linear and exponential relationships, including a study of sequences, as well as applications such as growth and decay. Students
		review one-, two-, and multi-step equations, formally reasoning about each step using
		properties of equality. Students extend this reasoning to systems of linear equations.
		Students use descriptive statistics to analyze data before turning their attention to
		transformations and the relationship between algebra and geometry on the coordinate
18.	1166	plane. Common Core Math 1B*
19.	1167	Financial Math A - Connecting practical mathematical concepts to personal and
10.		business settings, this course offers informative and highly useful lessons that challenge
		students to gain a deeper understanding of financial math. Relevant, project-based learning
		activities cover stimulating topics such as personal financial planning, budgeting and wise
		spending, banking, paying taxes, the importance of insurance, long-term investing, buying a
		house, consumer loans, economic principles, traveling abroad, starting a business, and analyzing business data. Offered as a two-semester course for high school students, this
		course encourages mastery of math skill sets, including percentages, proportions, data
		analysis, linear systems, and exponential functions.
20.	1168	Financial Math B
21.	1169	World History A* -This yearlong course examines the major events and turning points
		of world history from ancient times to the present. Students investigate the development
		of classical civilizations in the Middle East, Africa, Europe, and Asia, and they explore the economic, political, and social revolutions that have transformed human history. At the end
		of the course, students conduct a rigorous study of modern history, allowing them to draw
		connections between past events and contemporary issues. The use of recurring themes,
		such as social history, democratic government, and the relationship between history and

		the arts, allows students to draw connections between the past and the present, among cultures, and among multiple perspectives. Throughout the course, students use a variety of primary and secondary sources, including legal documents, essays, historical writings, and political cartoons to evaluate the reliability of historical evidence and to draw conclusions about historical events.
22.	1170	World History B*
23.	1171	United States History A* -This one-year high school course presents a cohesive and comprehensive overview of the history of the United States, surveying the major events and turning points of U.S. history as it moves from the Era of Exploration through modern times. As students examine each era of history, they will analyze primary sources and carefully research events to gain a clearer understanding of the factors that have shaped U.S. history. In early units, students will assess the foundations of U.S. democracy while examining crucial documents. In later units, students will examine the effects of territorial expansion, the Civil War, and the rise of industrialization. they will also assess the outcomes of economic trends and the connections between culture and government. As the course draws to a close, students will focus their studies on the causes of cultural and political change in the modern age. Throughout the course, students will learn the importance of cultural diversity while examining history from different perspectives.
24.	1172	United States History B*
25.	1173	Principles of American Democracy* (Civics)- This semester-long course provides students with a practical understanding of the principles and procedures of government. The course begins by establishing the origins and founding principles of American government. After a rigorous review of the Constitution and its Amendments, students investigate the development and extension of civil rights and liberties. Lessons also introduce influential Supreme Court decisions to demonstrate the impact and importance of constitutional rights. The course builds on this foundation by guiding students through the function of government today and the role of citizens in the civic process and culminates in an examination of public policy and the roles of citizens and organizations in promoting policy changes. Throughout the course, students examine primary and secondary sources, including political cartoons, essays, and judicial opinions. Students also sharpen their writing skills in shorter tasks and assignments, and practice outlining and drafting skills by writing full informative and argumentative essays.
26.	1174	Economics *- This semester-long course invites students to broaden their understanding of how economic concepts apply to their everyday lives—including microeconomic and macroeconomic theory and the characteristics of mixed-market economies, the role of government in a free-enterprise system and the global economy, and personal finance strategies. Throughout the course, students apply critical-thinking skills while making practical economic choices. Students also master literacy skills through rigorous reading and writing activities. Students analyze data displays and write routinely and responsively in tasks and assignments that are based on scenarios, texts, activities, and examples. In more extensive, process-based writing lessons, students write full-length essays in informative and argumentative formats.
27.	1175	Intro to Art - Covering art appreciation and the beginning of art history, this course encourages students to gain an understanding and appreciation of art in their everyday lives. Presented in an engaging format, this one-semester course provides an overview of many introductory themes: the definition of art, the cultural purpose of art, visual elements of art, terminology and principles of design, and two- and three-dimensional media and techniques. Tracing the history of art, high school students enrolled in the course also explore the following time periods and places: prehistoric art, art in ancient civilizations, and world art before 1400.
28.	1176	Healthy Living (Health) -This bundle includes three courses. Foundations of Personal Wellness is a full-year offering that combines health and fitness instruction. Two separate semester-long courses are also included: Healthy Living, which focuses exclusively on personal health, and Lifetime Fitness, which is a one-semester physical education course.
29.	1177	Lifetime Fitness - This bundle includes three courses. Foundations of Personal Wellness is a full-year offering that combines health and fitness instruction. Two separate semester-

		long courses are also included: Healthy Living, which focuses exclusively on personal health, and Lifetime Fitness, which is a one-semester physical education course.
30.	1178	Psychology A*- This two-semester course introduces high school students to the study of psychology and helps them master fundamental concepts in research, theory, and human behavior. Students analyze human growth, learning, personality, and behavior from the perspective of major theories within psychology, including the biological, psychosocial, and cognitive perspectives. From a psychological point of view, students investigate the nature of being human as they build a comprehensive understanding of traditional psychological concepts and contemporary perspectives in the field. Course components include an introduction to the history, perspectives, and research of psychology; an understanding of topics such as the biological aspects of psychology, learning, and cognitive development; the stages of human development; aspects of personality and intelligence; the classification and treatment of psychological disorders; and psychological aspects of social interactions.
31.	1179	Psychology B*
32.	1180	Spanish 1A*- Students begin their introduction to high school Spanish with fundamental building blocks in four key areas of foreign language study: listening comprehension, speaking, reading, and writing. Each unit consists of an ongoing adventure story, a new vocabulary theme and grammar concept, numerous interactive games reinforcing vocabulary and grammar, reading and listening comprehension activities, speaking and writing activities, and multimedia cultural presentations covering major Spanish-speaking areas in Europe and the Americas.
33.	1181	Spanish 1B*
34.	1182	Online Learning and Digital Citizenship - This one-semester course provides students with a comprehensive introduction to online learning, including how to work independently, stay safe, and develop effective study habits in virtual learning environments. Featuring direct-instruction videos, interactive tasks, authentic projects, and rigorous assessments, the course prepares students for high school by providing in-depth instruction and practice in important study skills such as time management, effective note- taking, test preparation, and collaborating effectively online. By the end of the course, students will understand what it takes to be successful online learners and responsible digital citizens.
35.	1184	Introduction to Health Sciences A - This high school course introduces students to a variety of healthcare careers, as they develop the basic skills required in all health and medical sciences. In addition to learning the key elements of the U.S. healthcare system, students learn terminology, anatomy and physiology, pathologies, diagnostic and clinical procedures, therapeutic interventions, and the fundamentals of medical emergency care. Throughout the course, instructional activities emphasize safety, professionalism, accountability, and efficiency for workers within the health care field.
36.	1185	Introduction to Health Sciences B
37.	1186	Introduction to Information Technology A - This course introduces students to the essential technical and professional skills required in the field of Information Technology (IT). Through hands-on projects and written assignments, students gain an understanding of the operation of computers, computer networks, Internet fundamentals, programming, and computer support. Students also learn about the social impact of technological change and the ethical issues related to technology. Throughout the course, instructional activities emphasize safety, professionalism, accountability, and efficiency for workers within the field of IT.
38.	1187	Introduction to Information Technology B
39.	1188	<b>Common Core Math 2A*</b> -This course begins with a brief exploration of radicals and polynomials before delving into quadratic expressions, equations, and functions, including a derivation of the quadratic formula. Students then embark on a deep study of the applications of probability and develop advanced reasoning skills with a study of similarity, congruence, and proofs of mathematical theorems. Students explore right triangles with an

		introduction to right-triangle trigonometry before turning their attention into the geometry of circles and making informal arguments to derive formulas for the volumes of various solids.
40.	1189	Common Core Math 2 B*
41.	1190	Introduction to Entrepreneurship A - This one-semester course teaches the key skills and concepts students need to know to plan and launch a business. Students learn about real-life teen entrepreneurs; characteristics of successful entrepreneurs; how to attract investors and manage expenses; sales stages, planning, and budgeting; how to generate business ideas and create a business plan; and how to promote and market a company. Topics include exploring factors of business success and failure, economic systems, competition, production, costs and pricing, accounting, bookkeeping, and financial reporting, working with others, and successfully managing employees.
42.	1191	Introduction to Entrepreneurship B
43.	1193	Foundations of Personal Wellness - This bundle includes three courses. Foundations of Personal Wellness is a full-year offering that combines health and fitness instruction. Two separate semester-long courses are also included: Healthy Living, which focuses exclusively on personal health, and Lifetime Fitness, which is a one-semester physical education course.

Course Title: Cartooning Course #: 1199 Department: Elective Credits: 5

#### **Course Description:**

Students will apply artistic processes and skills for cartooning using a complete, hands-on art textbook. This course will enable students to explore cartooning through their own creativity, using a variety of techniques and materials. This course allows students to create their own cartoons and cartooning portfolio, it is the goal of the class to demonstrate in their own works of art a personal style.

#### **Student Outcomes:**

The student will be able to:

- 1. Model fundamental cartooning techniques including caricatures, mascots,
- superheroes, self-portraits, political and comic strip cartoons
- 2. Explore the creative process by creating original works of art
- 3. Demonstrate in their own cartoons, their own personal style
- 4. Become familiar with artistic methods and how to use them effectively
- 5. Become familiar with cartooning through history and the importance of political cartoons
- 6. Compare and contrast different types of cartoons
- 7. Research famous cartoonists
- 8. Demonstrate an understanding of artistic terms and vocabulary

#### Assessment:

Assessment of student outcomes will be based on student performance through a portfolio of all creative work. Students will also be assessed by a final writing and painting research project on American art expression.

#### **Instructional Materials:**

Exploring Art Media, Barbara H. Shannon, Blarney Hill Press, 2004

Course Title:Computer Programming with ScratchDepartment: ElectiveCourse #:1192Credits:5

#### **Course Description:**

This course introduces students to computer programming using the Scratch platform, a free computer programming language developed by researchers at the MIT Media Lab. The Scratch platform was designed to aid students in creative computing endeavors and provide a way for students to create a wide variety of interactive media projects – animations, stories, games, and share those projects with others in an online community. Creative computing supports the development of personal connections to computing by drawing on creativity, imagination and interests.

#### **Student Outcomes:**

The student will be able to:

1. Prepare for the culture of creative computing by exploring possibilities and setting up technical infrastructure and social infrastructure.

2. Develop skills in the key computational concept of sequence through a series of controlled release computing activities.

3. Explore visual and audio activities and computational concepts of loops, events and parallelisms by building a band, designing animated creatures and creating a music video.

4. Create new interactive worlds through collaborative storytelling.

5. Develop characters, scenes and code conversations.

6. Connect fundamental game mechanics such as score and levels to essential computational concepts.

7. Analyze games and practice game design.

8. Explore advanced computational concepts and design new activities including a debugging program.

#### Assessment:

Assessment is based on completion and success of Scratch projects, journal entries and other collaborative assignments.

#### **Instructional Materials:**

<u>Creative Computing Curriculum</u>, Brennan, K. Balch, C. and Chung, M. Harvard Graduate School of Education Scratch Website: http://scratch.mit.edu

Course Title: Math 1A Department: Math Course #: 1165 Credits: 5

#### **Course Description:**

This course, the first in a series of integrated math courses for high school, deepens students' understanding of foundational math concepts and extends the math students learned in middle school. Linear relationships are a central theme of this course, building on students' understanding of relationships between numbers and the use of mathematical modeling to solve real-world problems. Project activities provide students with opportunities to explore and discover mathematical principles on their own and with their peers. Students model and solve real world problems using algebra, functions, probability, and data analysis. Math I prepares students to view mathematics as a way of thinking about and approaching their world. Throughout the course, students make sense of the mathematics they study—exploring patterns and relationships, justifying algebraic manipulations using properties, and connecting multiple representations. The "language" of mathematics is taught so students can communicate effectively to explain and articulate thought processes and perspectives to solve problems in real-world situations. Students learn to justify their actions and decisions, use formal reasoning and informal arguments, and gain confidence using technology to explore mathematical concepts, manage and display data, and apply learning. In Math I students begin to integrate skills, see patterns, and routinely use mathematical structures as they approach more complex mathematical problems.

#### **Student Outcomes:**

The student will be able to:

- 1. Analyze and interpret the structure of expressions and write expressions in equivalent forms to solve problems
- 2. Explore the relationships between quantities, real numbers and laws of exponents.
- 3. Communicate effectively using graphic, numeric, symbolic, and verbal representations
- 4. Recognize the graph of given data as being linear, quadratic, or exponential
- 5. Solve equations and inequalities in one variable and represent and solve equations and inequalities graphically
- 6. Learn how to show functions in different ways, such as through a table, ordered pairs, and a graph
- 7. Model and solve problems with linear systems graphically

#### Assessment:

Assessment is based on student completion of projects, assignments, exams and oral presentations.

#### Instructional Materials:

Edgenuity, Inc. Online Curriculum. Common Core Math 1. www.edgenuity.com

Course Title: Math 1B Department: Math Course #: 1166 Credits: 5

#### **Course Description:**

This course, the first in a series of integrated math courses for high school, deepens students' understanding of foundational math concepts and extends the math students learned in middle school. Linear relationships are a central theme of this course, building on students' understanding of relationships between numbers and the use of mathematical modeling to solve real-world problems. Activities provide students with opportunities to explore and discover mathematical principles on their own, and with their peers. Students model and solve real world problems using algebra, functions, probability, and data analysis. Math I prepares students to view mathematics as a way of thinking about and approaching their world. Throughout the course, students make sense of the mathematics they study—exploring patterns and relationships, justifying algebraic manipulations using properties, and connecting multiple representations. The "language" of mathematics is taught so students can communicate effectively to explain and articulate thought processes and perspectives to solve problems in real-world situations. Students learn to justify their actions and decisions, use formal reasoning and informal arguments, and gain confidence using technology to explore mathematical concepts, manage and display data, and apply learning. In Math I students begin to integrate skills, see patterns, and routinely use mathematical structures as they approach more complex mathematical problems.

#### **Student Outcomes:**

The student will be able to:

- 1. Analyze data and know how to represent graphs in a variety of ways, such as a circle graph, line graph, histogram, or frequency table, and understand the importance of each given a specific type of data.
- 2. Communicate effectively using graphic, numeric, symbolic, and verbal representations
- 3. Explore descriptive statistics and their relation to probability concepts.
- 4. Recognize that sequences are functions and the terms can be generated using a formula, such as a recursive sequence like the Fibonacci sequence
- 5. Create and solve equations that describe numbers or relationships
- 6. Gain foundational understanding of Euclidean and Non-Euclidean Geometry.

#### Assessment:

Assessment is based on student completion of projects, assignments, exams and oral presentations.

#### Instructional Materials:

Edgenuity, Inc. Online Curriculum. Common Core Math 1. www.edgenuity.com

Course Title: Math 2A Department: Math Course #: 1188 Credits: 5

#### **Course Description:**

This course begins with a brief exploration of systems and solving equations before delving into quadratic expressions, equations, and functions, including a derivation of the quadratic formula. Students then embark on a deep study of the applications of probability and develop advanced reasoning skills with a study of similarity, congruence, and proofs of mathematical theorems. Students explore right triangles with an introduction to right triangle trigonometry before turning their attention into the geometry of circles and making informal arguments to derive formulas for the volumes of various solids. Throughout the course, activities provide students with opportunities to explore and discover algebraic principles on their own, and how they relate to daily life. Students model and solve real world problems using algebra, functions, probability, and data analysis.

#### **Student Outcomes:**

The student will be able to:

- 1. Demonstrate an understanding of systems and solving equations and inequalities.
- 2. Explore functions and use functions to describe quantitative relationships.
- 3. Communicate effectively using graphic, numeric, symbolic, and verbal representations.
- 4. Solve and graph quadratic expressions and functions.
- 5. Learn about special angle pairs and be able to calculate angle measures by using definitions and theorems about special angle pairs.

#### Assessment:

Students will be assessed through projects, formal tests, completion of assignments and oral presentations.

Instructional Materials: Edgenuity Online Curriculum. Common Core Math 2. Edgenuity.com

Course Title: Math 2B Department: Math Course #: 1189 Credits: 5

#### **Course Description:**

This course extends the geometrical concepts learned in CC Math 2A including congruency in triangles and triangle relationships. Students then embark on a deep study of the applications of probability and develop advanced reasoning skills with a study of similarity, congruence, and proofs of mathematical theorems. Students explore right triangles with an introduction to right triangle trigonometry before turning their attention into the geometry of circles and making informal arguments to derive formulas for the volumes of various solids. Throughout the course, lab activities provide students with opportunities to explore and discover algebraic principles on their own, often prior to the lecture. Students model and solve real world problems using algebra, functions, probability, and data analysis

#### **Student Outcomes:**

The student will be able to:

- 1. Demonstrate an understanding of trigonometry including right triangle calculations and reciprocal trigonometric functions.
- 2. Communicate effectively using graphic, numeric, symbolic, and verbal representations.
- 3. Students will solve proportional geometry problems relating to triangles.
- 4. Demonstrate an understanding of and classify and describe relationships within the family of quadrilaterals. Students will apply the properties of various quadrilaterals to calculate angle measures and side lengths.
- 5. Study the theory and application of probability.
- 6. Students will be able to calculate the surface area and volume of prisms, cylinders, pyramids, cones and spheres.

#### Assessment:

Students will be assessed through projects, formal tests, completion of assignments and oral presentations.

#### **Instructional Materials:**

Edgenuity Online Curriculum. Common Core Math 2. Edgenuity.com

Course Title: Exit Course Course #: 1198 Department: Elective Credits: 1.5

## **Course Description:**

This course is the final course required for graduation. It will allow students to synthesize and evaluate their learning and high school experiences to prepare for college and career. This course will require students to create a plan for post-graduation as well as complete all of the requirements for graduation and beyond. This culminating course will allow students to reflect on their high school experience and take steps to make concrete plans for the future.

## **Student Outcomes:**

The student will be able to:

1. Prepare for graduation by reviewing all steps in the check-out process.

2. Create a graduation planner under the supervision of an adult advisor with input and support of student's supervisory teacher.

3. Create a digital portfolio of key business documents including resume and cover letter as well as a showcase of high school schoolwork.

4. Explore career opportunities and complete a mock interview to prepare for college and career.

## Assessment:

Assessment is based on completion and success of assignments during the course.

## Instructional Materials:

Exit Course Pacing Guide and Online Schoology Course.

Course Title: Physical Education 1 Course #: 1080 Department: Physical Education Credits: 5

**Course Description**: This course is designed for students to participate in physical activity under the direction of an approved adult advisor. During the course, students will demonstrate an effort to enhance their skills, improve personal responsible behavior, and exhibit respect for others while participating in movement activities. Students will research areas of fitness, biochemical principles and particular team support activities in order to develop a basic awareness of overall health and total wellness. Students will plan how to maintain an enhancing level of physical fitness for their own future and explore the benefits of exercise.

#### Student Outcome:

The student will be able to:

1) Participate in physical activity with supervision.

2) Demonstrate an effort to enhance physical skills.

3) Improve personal responsible behavior.

4) Exhibit respect for others.

5) Research areas of fitness.

6) Develop a basic awareness of overall health and total wellness.

7) Students will understand how physical fitness goals and plans can improve overall mental, emotional and physical health.

8) Students will understand how physical fitness products and programs can improve overall mental, emotional, and physical health.

9) Students will be aware of all the available fitness resources within their community.

10) Students will know the rules, offensive and defensive strategies of various athletic sports.

#### Assessment:

Assessment of student outcomes will be based on student performance through physical activity progress reports, and online assignments.

#### Instructional Materials:

Pacing Guide and Online Physical Education Curriculum

Course Title: Physical Education Course 2 Course #: 1081 Department: Physical Education Credits: 5

#### **Course Description**:

This course is designed for students to participate in physical activity under the direction of an approved adult advisor. During the course, students will demonstrate an effort to enhance their skills, improve personal responsible behavior, and exhibit respect for others while participating in movement activities. Students will research areas of fitness, biochemical principles and particular team support activities in order to develop a basic awareness of overall health and total wellness. Students will plan how to maintain an enhancing level of physical fitness for their own future and explore the benefits of exercise.

#### Student Outcome:

The student will be able to:

1) Participate in physical activity with supervision.

2) Demonstrate an effort to enhance physical skills.

3) Improve personal responsible behavior.

4) Exhibit respect for others.

5) Research areas of fitness.

6) Develop a basic awareness of overall health and total wellness.

7) Students will understand how physical fitness goals and plans can improve overall mental, emotional and physical health.

8) Students will understand how physical fitness products and programs can improve overall mental, emotional, and physical health.

9) Students will be aware of all the available fitness resources within their community.

10) Students will know the rules, offensive and defensive strategies of various athletic sports.

#### Assessment:

Assessment of student outcomes will be based on student performance through physical activity progress reports, class assignments and classroom participation in all activities.

#### Instructional Materials:

Pacing Guide and Physical Education Online Curriculum

Course Title: Physical Education Course 3 Course #: 1082 **Department:** Physical Education **Credits:** 5

**Course Description**: This course is designed for students to participate in physical activity under the direction of an approved adult advisor. During the course, students will demonstrate an effort to enhance their skills, improve personal responsible behavior, and exhibit respect for others while participating in movement activities. Students will research areas of fitness, biochemical principles and particular team support activities in order to develop a basic awareness of overall health and total wellness. Students will plan how to maintain an enhancing level of physical fitness for their own future and explore the benefits of exercise.

#### Student Outcome:

The student will be able to:

1) Participate in physical activity with supervision.

2) Demonstrate an effort to enhance physical skills.

3) Improve personal responsible behavior.

4) Exhibit respect for others.

5) Research areas of fitness.

6) Develop a basic awareness of overall health and total wellness.

7) Students will understand how physical fitness goals and plans can improve overall mental, emotional and physical health.

8) Students will understand how physical fitness products and programs can improve overall mental, emotional, and physical health.

9) Students will be aware of all the available fitness resources within their community.

10) Students will know the rules, offensive and defensive strategies of various athletic sports.

#### Assessment:

Assessment of student outcomes will be based on student performance through physical activity progress reports, class assignments and participation in classroom activities.

#### Instructional Materials:

Pacing Guide and Physical Education Online Curriculum

Course Title: Physical Education Course 4 Course #: 1083 **Department:** Physical Education **Credits:** 5

#### **Course Description**:

This course is designed for students to participate in physical activity under the direction of an approved adult advisor. During the course, students will demonstrate an effort to enhance their skills, improve personal responsible behavior, and exhibit respect for others while participating in movement activities. Students will research areas of fitness, biochemical principles and particular team support activities in order to develop a basic awareness of overall health and total wellness. Students will plan how to maintain an enhancing level of physical fitness for their own future and explore the benefits of exercise.

#### Student Outcome:

The student will be able to:

1) Participate in physical activity with supervision.

2) Demonstrate an effort to enhance physical skills.

3) Improve personal responsible behavior.

4) Exhibit respect for others.

5) Research areas of fitness.

6) Develop a basic awareness of overall health and total wellness.

7) Students will understand how physical fitness goals and plans can improve overall mental, emotional and physical health.

8) Students will understand how physical fitness products and programs can improve overall mental, emotional, and physical health.

9) Students will be aware of all the available fitness resources within their community.

10) Students will know the rules, offensive and defensive strategies of various athletic sports.

#### Assessment:

Assessment of student outcomes will be based on student performance through physical activity progress reports, class assignments and participation in the classroom on all activities.

#### Instructional Materials:

Pacing Guide and Physical Education Online Curriculum

Course Title: Keyboarding A Course #: 1071 Department: Elective Credits: 5

#### **Course Description:**

Keyboarding A is an introductory typing course. This course requires typing practice that may be done at home on a computer or in the computer lab at Pacific View Charter School and internet access. Students are required to access typing assignments that include the number of words typed per minute in addition to the number of mistakes made using their login information on www.typing.com. Typing.com's proven curriculum aligns with the Common Core State Standards Initiative for Writing, preparing students for typing mastery and success.

#### **Student Outcomes:**

The student will be able to:

1) Become familiar with basic functions of a computer.

2) Focus on posture and organization while typing.

3) Demonstrate keyboarding speed and accuracy of 30 words a minute for five minutes with five or fewer errors.

4) Make appropriate formatting decisions while completing two story recaps.

5) Proofread practice assignments.

6) Demonstrate basic formatting skills.

#### Assessment:

Assessment of student outcomes will be based on student performance through online examinations, assignments, and written reflections.

#### **Instructional Materials:**

<u>Typing.com curriculum provided by Teaching.com, 2015</u> Typing Website: <u>http://typing.com</u>

Board Approval Date: 11/19/08

Amended:

Course Title: Keyboarding B Course #: 1072 Department: Elective Credits: 5

#### **Course Description:**

Keyboarding A is an introductory typing course. This course requires typing practice that may be done at home on a computer or in the computer lab at Pacific View Charter School and internet access. Students are required to access typing assignments that include the number of words typed per minute in addition to the number of mistakes made using their login information on www.typing.com. Typing.com's proven curriculum aligns with the Common Core State Standards Initiative for Writing, preparing students for typing mastery and success.

#### **Student Outcomes:**

The student will be able to:

1) Become familiar with basic functions of a computer.

2) Focus on posture and organization while typing.

3) Demonstrate keyboarding speed and accuracy of 30 words a minute for five minutes with five or fewer errors.

4) Make appropriate formatting decisions while completing two story recaps.

5) Proofread practice assignments.

6) Demonstrate basic formatting skills.

#### Assessment:

Assessment of student outcomes will be based on student performance through online examinations, assignments, and written reflections.

#### **Instructional Materials:**

<u>Typing.com curriculum provided by Teaching.com, 2015</u> Typing Website: <u>http://typing.com</u>

Board Approval Date: 11/19/08

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

Course Title: Introductory Course Course #: 1038 Department: Elective Credits: 1

## **Course Description:**

The Introductory course is a 1-week course. This course serves as an introduction to the personalized learning model at Pacific View Charter. It will also teach skills in online learning, digital communication, digital citizenship, Google Drive and PVCS assessments.

## **Student Outcomes:**

The student will be able to:

- 1. Prepare for experience working in a digital environment to complete assignments.
- 2. Gain comfortability with the school platforms including: Schoology, Edgenuity and Google Drive.
- 3. Explore the importance of digital citizenship including appropriate online behavior, correct formatting and citing of digital sources and correct digital communication

techniques.

4. Explore the Internet

5. Develop competency in completing assessments in a digital environment.

## Assessment:

Assessment is based on completion and success of assignments during the week.

## **Instructional Materials:**

Introductory Course Pacing Guide and Online Schoology Class.

### Board Approval Date: 09/02/02



# 13.11

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

Course Title: English 11 A Course #: 1051 Department: English Credits: 5

#### **Course Description:**

English 11A is designed to provide students with the opportunity to develop the language skills that will prepare them for real-world situations and promote college and career readiness. English 11A is a survey of American literature from the foundations of America to the Civil War. Students study representative works from each major literary period in relation to corresponding social and political events and issues. The course will help students build skills in reading comprehension, literary response and analysis, writing strategies and application, vocabulary development, and written and oral English language conventions. Students study representative works from each major literary period in relation to corresponding social and political events and issues. The course will help students study representative works from each major literary period in relation to corresponding social and political events and oral English language conventions. Students study representative works from each major literary period in relation to corresponding social and political events and issues. The course is required for graduation and is aligned with the Common Core English-Language Arts standards.

#### **Student Outcomes:**

Students will demonstrate mastery of the Common Core State Standards as delineated below.

#### Reading: Literature

Key Ideas and Details:

#### CCSS.ELA-LITERACY.RL.11-12.1

Cite strong and thorough textual evidence to support analysis of what the text says explicitly as well as inferences drawn from the text, including determining where the text leaves matters uncertain.

#### CCSS.ELA-LITERACY.RL.11-12.2

Determine two or more themes or central ideas of a text and analyze their development over the course of the text, including how they interact and build on one another to produce a complex account; provide an objective summary of the text.

#### CCSS.ELA-LITERACY.RL.11-12.3

Analyze the impact of the author's choices regarding how to develop and relate elements of a story or drama (e.g., where a story is set, how the action is ordered, how the characters are introduced and developed).

#### Craft and Structure:

#### CCSS.ELA-LITERACY.RL.11-12.4

Determine the meaning of words and phrases as they are used in the text, including figurative and connotative meanings; analyze the impact of specific word choices on meaning and tone, including words with multiple meanings or language that is particularly fresh, engaging, or beautiful. (Include Shakespeare as well as other authors.)

#### CCSS.ELA-LITERACY.RL.11-12.5

Analyze how an author's choices concerning how to structure specific parts of a text (e.g., the choice of where to begin or end a story, the choice to provide a comedic or tragic resolution) contribute to its overall structure and meaning as well as its aesthetic impact.

#### CCSS.ELA-LITERACY.RL.11-12.6

Analyze a case in which grasping a point of view requires distinguishing what is directly stated in a text from what is really meant (e.g., satire, sarcasm, irony, or understatement).

#### Integration of Knowledge and Ideas:

#### CCSS.ELA-LITERACY.RL.11-12.7

Analyze multiple interpretations of a story, drama, or poem (e.g., recorded or live production of a play or recorded novel or poetry), evaluating how each version interprets the source text. (Include at least one play by Shakespeare and one play by an American dramatist.)

CCSS.ELA-LITERACY.RL.11-12.8

(RL.11-12.8 not applicable to literature)

#### CCSS.ELA-LITERACY.RL.11-12.9

Demonstrate knowledge of eighteenth-, nineteenth- and early-twentieth-century foundational works of American literature, including how two or more texts from the same period treat similar themes or topics.

Range of Reading and Level of Text Complexity:

CCSS.ELA-LITERACY.RL.11-12.10

By the end of grade 11, read and comprehend literature, including stories, dramas, and poems, in the grades 11-CCR text complexity band proficiently, with scaffolding as needed at the high end of the range.

Reading: Informative Text

#### Key Ideas and Details:

#### CCSS.ELA-LITERACY.RI.11-12.1

Cite strong and thorough textual evidence to support analysis of what the text says explicitly as well as inferences drawn from the text, including determining where the text leaves matters uncertain.

#### CCSS.ELA-LITERACY.RI.11-12.2

Determine two or more central ideas of a text and analyze their development over the course of the text, including how they interact and build on one another to provide a complex analysis; provide an objective summary of the text.

#### CCSS.ELA-LITERACY.RI.11-12.3

Analyze a complex set of ideas or sequence of events and explain how specific individuals, ideas, or events interact and develop over the course of the text.

#### Craft and Structure:

#### CCSS.ELA-LITERACY.RI.11-12.4

Determine the meaning of words and phrases as they are used in a text, including figurative, connotative, and technical meanings; analyze how an author uses and refines the meaning of a key term or terms over the course of a text (e.g., how Madison defines faction in Federalist No. 10).

#### CCSS.ELA-LITERACY.RI.11-12.5

Analyze and evaluate the effectiveness of the structure an author uses in his or her exposition or argument, including whether the structure makes points clear, convincing, and engaging. CCSS.ELA-LITERACY.RI.11-12.6

Determine an author's point of view or purpose in a text in which the rhetoric is particularly effective, analyzing how style and content contribute to the power, persuasiveness or beauty of the text.

#### Integration of Knowledge and Ideas:

#### CCSS.ELA-LITERACY.RI.11-12.7

Integrate and evaluate multiple sources of information presented in different media or formats (e.g., visually, quantitatively) as well as in words in order to address a question or solve a problem.

#### CCSS.ELA-LITERACY.RI.11-12.8

Delineate and evaluate the reasoning in seminal U.S. texts, including the application of constitutional principles and use of legal reasoning (e.g., in U.S. Supreme Court majority opinions and dissents) and the premises, purposes, and arguments in works of public advocacy (e.g., The Federalist, presidential addresses).

#### CCSS.ELA-LITERACY.RI.11-12.9

Analyze seventeenth-, eighteenth-, and nineteenth-century foundational U.S. documents of historical and literary significance (including The Declaration of Independence, the Preamble to the Constitution, the Bill of Rights, and Lincoln's Second Inaugural Address) for their themes, purposes, and rhetorical features.

Range of Reading and Level of Text Complexity: <u>CCSS.ELA-LITERACY.RI.11-12.10</u>

By the end of grade 12, read and comprehend literary nonfiction at the high end of the grades 11-CCR text complexity band independently and proficiently.

#### Writing

Text Types and Purposes:

#### CCSS.ELA-LITERACY.W.11-12.1

Write arguments to support claims in an analysis of substantive topics or texts, using valid reasoning and relevant and sufficient evidence.

#### CCSS.ELA-LITERACY.W.11-12.1.A

Introduce precise, knowledgeable claim(s), establish the significance of the claim(s), distinguish the claim(s) from alternate or opposing claims, and create an organization that logically sequences claim(s), counterclaims, reasons, and evidence.

#### CCSS.ELA-LITERACY.W.11-12.1.B

Develop claim(s) and counterclaims fairly and thoroughly, supplying the most relevant evidence for each while pointing out the strengths and limitations of both in a manner that anticipates the audience's knowledge level, concerns, values, and possible biases.

#### CCSS.ELA-LITERACY.W.11-12.1.C

Use words, phrases, and clauses as well as varied syntax to link the major sections of the text, create cohesion, and clarify the relationships between claim(s) and reasons, between reasons and evidence, and between claim(s) and counterclaims.

#### CCSS.ELA-LITERACY.W.11-12.1.D

Establish and maintain a formal style and objective tone while attending to the norms and conventions of the discipline in which they are writing.

#### CCSS.ELA-LITERACY.W.11-12.1.E

Provide a concluding statement or section that follows from and supports the argument presented.

#### CCSS.ELA-LITERACY.W.11-12.1.F

Provide a concluding statement or section that follows from and supports the argument presented.

#### CCSS.ELA-LITERACY.W.11-12.2

Write informative/explanatory texts to examine and convey complex ideas, concepts, and information clearly and accurately through the effective selection, organization, and analysis of content.

#### CCSS.ELA-LITERACY.W.11-12.2.A

Introduce a topic; organize complex ideas, concepts, and information so that each new element builds on that which precedes it to create a unified whole; include formatting (e.g., headings), graphics (e.g., figures, tables), and multimedia when useful to aiding comprehension.

#### CCSS.ELA-LITERACY.W.11-12.2.B

Develop the topic thoroughly by selecting the most significant and relevant facts, extended definitions, concrete details, quotations, or other information and examples appropriate to the audience's knowledge of the topic.

#### CCSS.ELA-LITERACY.W.11-12.2.C

Use appropriate and varied transitions and syntax to link the major sections of the text, create cohesion, and clarify the relationships among complex ideas and concepts.

#### CCSS.ELA-LITERACY.W.11-12.2.D

Use precise language, domain-specific vocabulary, and techniques such as metaphor, simile, and analogy to manage the complexity of the topic.

#### CCSS.ELA-LITERACY.W.11-12.2.E

Establish and maintain a formal style and objective tone while attending to the norms and conventions of the discipline in which they are writing.

#### CCSS.ELA-LITERACY.W.11-12.2.F

Provide a concluding statement or section that follows from and supports the information or explanation presented (e.g., articulating implications or the significance of the topic).

#### CCSS.ELA-LITERACY.W.11-12.3

Write narratives to develop real or imagined experiences or events using effective technique, well-chosen details, and well-structured event sequences.

#### CCSS.ELA-LITERACY.W.11-12.3.A

Engage and orient the reader by setting out a problem, situation, or observation and its significance, establishing one or multiple point(s) of view, and introducing a narrator and/or characters; create a smooth progression of experiences or events.

#### CCSS.ELA-LITERACY.W.11-12.3.B

Use narrative techniques, such as dialogue, pacing, description, reflection, and multiple plot lines, to develop experiences, events, and/or characters.

#### CCSS.ELA-LITERACY.W.11-12.3.C

Use a variety of techniques to sequence events so that they build on one another to create a coherent whole and build toward a particular tone and outcome (e.g., a sense of mystery, suspense, growth, or resolution).

#### CCSS.ELA-LITERACY.W.11-12.3.D

Use precise words and phrases, telling details, and sensory language to convey a vivid picture of the experiences, events, setting, and/or characters.

#### CCSS.ELA-LITERACY.W.11-12.3.E

Provide a conclusion that follows from and reflects on what is experienced, observed, or resolved over the course of the narrative.

#### Production and Distribution of Writing:

#### CCSS.ELA-LITERACY.W.11-12.4

Produce clear and coherent writing in which the development, organization, and style are appropriate to task, purpose, and audience. (Grade-specific expectations for writing types are defined in standards 1-3 above.)

#### CCSS.ELA-LITERACY.W.11-12.5

Develop and strengthen writing as needed by planning, revising, editing, rewriting, or trying a new approach, focusing on addressing what is most significant for a specific purpose and audience. (Editing for conventions should demonstrate command of Language standards 1-3 up to and including grades 11-12 <u>here</u>.)

#### CCSS.ELA-LITERACY.W.11-12.6

Use technology, including the Internet, to produce, publish, and update individual or shared writing products in response to ongoing feedback, including new arguments or information.

#### Research to Build and Present Knowledge:

#### CCSS.ELA-LITERACY.W.11-12.7

Conduct short as well as more sustained research projects to answer a question (including a selfgenerated question) or solve a problem; narrow or broaden the inquiry when appropriate; synthesize multiple sources on the subject, demonstrating understanding of the subject under investigation.

#### CCSS.ELA-LITERACY.W.11-12.8

Gather relevant information from multiple authoritative print and digital sources, using advanced searches effectively; assess the strengths and limitations of each source in terms of the task, purpose, and audience; integrate information into the text selectively to maintain the flow of ideas, avoiding plagiarism and overreliance on any one source and following a standard format for citation.

#### CCSS.ELA-LITERACY.W.11-12.9

Draw evidence from literary or informational texts to support analysis, reflection, and research.

#### CCSS.ELA-LITERACY.W.11-12.9.A

Apply *grades 11-12 Reading standards* to literature (e.g., "Demonstrate knowledge of eighteenth-, nineteenth- and early-twentieth-century foundational works of American literature, including how two or more texts from the same period treat similar themes or topics").

#### CCSS.ELA-LITERACY.W.11-12.9.B

Apply *grades 11-12 Reading standards* to literary nonfiction (e.g., "Delineate and evaluate the reasoning in seminal U.S. texts, including the application of constitutional principles and use of legal reasoning [e.g., in U.S. Supreme Court Case majority opinions and dissents] and the premises, purposes, and arguments in works of public advocacy [e.g.,*The Federalist*, presidential addresses]").

#### Range of Writing:

#### CCSS.ELA-LITERACY.W.11-12.10

Write routinely over extended time frames (time for research, reflection, and revision) and shorter time frames (a single sitting or a day or two) for a range of tasks, purposes, and audiences.

#### Speaking and Listening

Comprehension and Collaboration:

#### CCSS.ELA-LITERACY.SL.11-12.1

Initiate and participate effectively in a range of collaborative discussions (one-on-one, in groups, and teacher-led) with diverse partners on grades 11-12 topics, texts, and issues, building on others' ideas and expressing their own clearly and persuasively.

#### CCSS.ELA-LITERACY.SL.11-12.1.A

Come to discussions prepared, having read and researched material under study; explicitly draw on that preparation by referring to evidence from texts and other research on the topic or issue to stimulate a thoughtful, well-reasoned exchange of ideas.

#### CCSS.ELA-LITERACY.SL.11-12.1.B

Work with peers to promote civil, democratic discussions and decision-making, set clear goals and deadlines, and establish individual roles as needed.

#### CCSS.ELA-LITERACY.SL.11-12.1.C

Propel conversations by posing and responding to questions that probe reasoning and evidence; ensure a hearing for a full range of positions on a topic or issue; clarify, verify, or challenge ideas and conclusions; and promote divergent and creative perspectives.

#### CCSS.ELA-LITERACY.SL.11-12.1.D

Respond thoughtfully to diverse perspectives; synthesize comments, claims, and evidence made on all sides of an issue; resolve contradictions when possible; and determine what additional information or research is required to deepen the investigation or complete the task.

#### CCSS.ELA-LITERACY.SL.11-12.2

Integrate multiple sources of information presented in diverse formats and media (e.g., visually, quantitatively, orally) in order to make informed decisions and solve problems, evaluating the credibility and accuracy of each source and noting any discrepancies among the data.

#### CCSS.ELA-LITERACY.SL.11-12.3

Evaluate a speaker's point of view, reasoning, and use of evidence and rhetoric, assessing the stance, premises, links among ideas, word choice, points of emphasis, and tone used.

Presentation of Knowledge and Ideas:

#### CCSS.ELA-LITERACY.SL.11-12.4

Present information, findings, and supporting evidence, conveying a clear and distinct perspective, such that listeners can follow the line of reasoning, alternative or opposing

perspectives are addressed, and the organization, development, substance, and style are appropriate to purpose, audience, and a range of formal and informal tasks.

#### CCSS.ELA-LITERACY.SL.11-12.4.A

Plan and deliver a reflective narrative that: explores the significance of a personal experience, event, or concern; uses sensory language to convey a vivid picture; includes appropriate narrative techniques (e.g., dialogue, pacing, description); and draws comparisons between the specific incident and broader themes. (11th or 12th grade.) CCSS.ELA-LITERACY.SL.11-12.4.B

Plan and present an argument that: supports a precise claim; provides a logical sequence for claims, counterclaims, and evidence; uses rhetorical devices to support assertions (e.g., analogy, appeal to logic through reasoning, appeal to emotion or ethical belief); uses varied syntax to link major sections of the presentation to create cohesion and clarity; and provides a concluding statement that supports the argument presented. (11th or 12th grade.)

#### CCSS.ELA-LITERACY.SL.11-12.5

Make strategic use of digital media (e.g., textual, graphical, audio, visual, and interactive elements) in presentations to enhance understanding of findings, reasoning, and evidence and to add interest.

#### CCSS.ELA-LITERACY.SL.11-12.6

Adapt speech to a variety of contexts and tasks, demonstrating a command of formal English when indicated or appropriate.

#### Language

Conventions of Standard English:

#### CCSS.ELA-LITERACY.L.11-12.1

Demonstrate command of the conventions of standard English grammar and usage when writing or speaking.

#### CCSS.ELA-LITERACY.L.11-12.1.A

Apply the understanding that usage is a matter of convention, can change over time, and is sometimes contested.

#### CCSS.ELA-LITERACY.L.11-12.1.B

Resolve issues of complex or contested usage, consulting references (e.g., *Merriam-Webster's Dictionary of English Usage, Garner's Modern American Usage*) as needed.

#### CCSS.ELA-LITERACY.L.11-12.2

Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing.

CCSS.ELA-LITERACY.L.11-12.2.A Observe hyphenation conventions. CCSS.ELA-LITERACY.L.11-12.2.B Spell correctly.

Knowledge of Language:

#### CCSS.ELA-LITERACY.L.11-12.3

Apply knowledge of language to understand how language functions in different contexts, to make effective choices for meaning or style, and to comprehend more fully when reading or listening.

#### CCSS.ELA-LITERACY.L.11-12.3.A

Vary syntax for effect, consulting references (e.g., Tufte's *Artful Sentences*) for guidance as needed; apply an understanding of syntax to the study of complex texts when reading.

#### Vocabulary Acquisition and Use:

#### CCSS.ELA-LITERACY.L.11-12.4

Determine or clarify the meaning of unknown and multiple-meaning words and phrases based on *grades 11-12 reading and content*, choosing flexibly from a range of strategies.

#### CCSS.ELA-LITERACY.L.11-12.4.A

Use context (e.g., the overall meaning of a sentence, paragraph, or text; a word's position or function in a sentence) as a clue to the meaning of a word or phrase.

#### CCSS.ELA-LITERACY.L.11-12.4.B

Identify and correctly use patterns of word changes that indicate different meanings or parts of speech (e.g., *conceive, conception, conceivable*).

#### CCSS.ELA-LITERACY.L.11-12.4.C

Consult general and specialized reference materials (e.g., dictionaries, glossaries, thesauruses), both print and digital, to find the pronunciation of a word or determine or clarify its precise meaning, its part of speech, its etymology, or its standard usage. <u>CCSS.ELA-LITERACY.L.11-12.4.D</u>

Verify the preliminary determination of the meaning of a word or phrase (e.g., by checking the inferred meaning in context or in a dictionary).

#### CCSS.ELA-LITERACY.L.11-12.5

Demonstrate understanding of figurative language, word relationships, and nuances in word meanings.

#### CCSS.ELA-LITERACY.L.11-12.5.A

Interpret figures of speech (e.g., hyperbole, paradox) in context and analyze their role in the text.

#### CCSS.ELA-LITERACY.L.11-12.5.B

Analyze nuances in the meaning of words with similar denotations.

#### CCSS.ELA-LITERACY.L.11-12.6

Acquire and use accurately general academic and domain-specific words and phrases, sufficient for reading, writing, speaking, and listening at the college and career readiness level; demonstrate independence in gathering vocabulary knowledge when considering a word or phrase important to comprehension or expression.

#### Assessment:

Assessment of student outcomes will be based on written assignments, reading comprehension activities, participation and completion of the Writing Workshop/Completed Essay and summative writing pieces and projects.

#### **Instructional Materials:**

Literature & Language Arts- Holt, 2003- Fifth Course Literature & Language Arts Handbook- Holt- 2003- Fifth Course

#### **Core Works:**

The Crucible—by Arthur Miller

Writing Lab: English 11B may offer a Writing Workshop. See Supervisory Teacher for details.

#### **Board Approval Date:** 3/18/08 Amended:

English 11 A	T			T	T	1				
English 11 A	t #1	t #2	t #3	t #4	t #5	t #6	t #7			
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	Assignment #1	Assignment #2	Assignment #3	Assignment #4	Assignment #5	Assignment #6	Assignment #7			
Reading: Literature										
RL 11-12.1	X	X	Х		X	Х	X			
RL 11-12.2				X	X	Х	X			
RL 11-12.3	X									
RL 11-12.4	X			Х		Х	X			
RL 11-12.5	X	X	Х	Х						
RL 11-12.6	Х	X	X	Х						
RL 11-12.7	X				Х	Х				
RL 11-12.8	Not applicable to literature									
RL 11-12.9	X	X	X	Х	Х	Х	X			
RL 11-12.10	X	X	X	Х	Х	Х				
Reading: Informative Text										
RI 11-12.1	Х									
RI 11-12.2			<u> </u>				Х			
RI 11-12.3			X							
RI 11-12.4					Х					
RI 11-12.5										
RI 11-12.6	Х									
RI 11-12.7	Х			X	Х	Х	X			
RI 11-12.8										
RI 11-12.9		X				Х				
RI 11-12.10	Х	Х	X	Х	Х	Х	Х			
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W 11-12.1		X	X	Х	X	Х	X			
W 11-12.2				Х	Х	Х	Х			
W 11-12.3				Х	Х	Х				
W 11-12.4	X	X	X	Х	Х	Х	X			
W 11-12.5	X	Х	Х	Х	Х	Х	Х			
W 11-12.6			Х	X	X	X	Х			
W 11-12.7				X	X	X				
W 11-12.8	l	N/	N/	X	X	X	N/			
W 11-12.9	37	X	X	X	X	X	X			
W 11-12.10	X	Х	X	X	Х	Х	X			
SI 11 12 1	v	v	Speaking &		V	v	V			
SL 11-12.1	X	X	X	X	X	X	X			
SL 11-12.2				X	X	X				
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SL 11-12.4	X		+	X	X	X	X			
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L 11-12.2				X	A		X			
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L 11-12.4	X	X	Х	X	Λ	X	v			
L 10-11.5	X X	v	X	X X	X	X X	X X			
L 10-11.6	Λ	Х	Λ	Λ	Λ	Λ	Λ			

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

**Course Title:** English 11 B **Course #:** 1053 Department: English Credits: 5

#### **Course Description:**

English 11B is designed to provide students with the opportunity to develop the language skills that will prepare them for real-world situations and promote college and career readiness. English 11B is a survey of American literature from the Civil War to the present. Students study representative works from each major literary period in relation to corresponding social and political events and issues. The course will help students build skills in reading comprehension, literary response and analysis, writing strategies and application, vocabulary development, and written and oral English language conventions. Students study representative works from each major literary period in relation to corresponding social and political events and issues. The course is required for graduation and is aligned with the Common Core English-Language Arts standards.

#### **Student Outcomes:**

Students will demonstrate mastery of the Common Core State Standards as delineated below.

*Reading: Literature* Key Ideas and Details:

CCSS.ELA-LITERACY.RL.11-12.1

Cite strong and thorough textual evidence to support analysis of what the text says explicitly as well as inferences drawn from the text, including determining where the text leaves matters uncertain.

#### CCSS.ELA-LITERACY.RL.11-12.2

Determine two or more themes or central ideas of a text and analyze their development over the course of the text, including how they interact and build on one another to produce a complex account; provide an objective summary of the text.

#### CCSS.ELA-LITERACY.RL.11-12.3

Analyze the impact of the author's choices regarding how to develop and relate elements of a story or drama (e.g., where a story is set, how the action is ordered, how the characters are introduced and developed).

Craft and Structure:

CCSS.ELA-LITERACY.RL.11-12.4

Determine the meaning of words and phrases as they are used in the text, including

figurative and connotative meanings; analyze the impact of specific word choices on meaning and tone, including words with multiple meanings or language that is particularly fresh, engaging, or beautiful. (Include Shakespeare as well as other authors.) CCSS.ELA-LITERACY.RL.11-12.5

Analyze how an author's choices concerning how to structure specific parts of a text (e.g., the choice of where to begin or end a story, the choice to provide a comedic or tragic resolution) contribute to its overall structure and meaning as well as its aesthetic impact. CCSS.ELA-LITERACY.RL.11-12.6

Analyze a case in which grasping a point of view requires distinguishing what is directly stated in a text from what is really meant (e.g., satire, sarcasm, irony, or understatement).

Integration of Knowledge and Ideas:

#### CCSS.ELA-LITERACY.RL.11-12.7

Analyze multiple interpretations of a story, drama, or poem (e.g., recorded or live production of a play or recorded novel or poetry), evaluating how each version interprets the source text. (Include at least one play by Shakespeare and one play by an American dramatist.)

CCSS.ELA-LITERACY.RL.11-12.8

(RL.11-12.8 not applicable to literature)

CCSS.ELA-LITERACY.RL.11-12.9

Demonstrate knowledge of eighteenth-, nineteenth- and early-twentieth-century foundational works of American literature, including how two or more texts from the same period treat similar themes or topics.

Range of Reading and Level of Text Complexity:

CCSS.ELA-LITERACY.RL.11-12.10

By the end of grade 11, read and comprehend literature, including stories, dramas, and poems, in the grades 11-CCR text complexity band proficiently, with scaffolding as needed at the high end of the range.

Reading: Informative Text

#### Key Ideas and Details:

#### CCSS.ELA-LITERACY.RI.11-12.1

Cite strong and thorough textual evidence to support analysis of what the text says explicitly as well as inferences drawn from the text, including determining where the text leaves matters uncertain.

#### CCSS.ELA-LITERACY.RI.11-12.2

Determine two or more central ideas of a text and analyze their development over the course of the text, including how they interact and build on one another to provide a complex analysis; provide an objective summary of the text.

#### CCSS.ELA-LITERACY.RI.11-12.3

Analyze a complex set of ideas or sequence of events and explain how specific individuals, ideas, or events interact and develop over the course of the text.

#### Craft and Structure:

#### CCSS.ELA-LITERACY.RI.11-12.4

Determine the meaning of words and phrases as they are used in a text, including figurative, connotative, and technical meanings; analyze how an author uses and refines the meaning of a key term or terms over the course of a text (e.g., how Madison defines faction in Federalist No. 10).

#### CCSS.ELA-LITERACY.RI.11-12.5

Analyze and evaluate the effectiveness of the structure an author uses in his or her exposition or argument, including whether the structure makes points clear, convincing, and engaging.

#### CCSS.ELA-LITERACY.RI.11-12.6

Determine an author's point of view or purpose in a text in which the rhetoric is particularly effective, analyzing how style and content contribute to the power, persuasiveness or beauty of the text.

#### Integration of Knowledge and Ideas:

#### CCSS.ELA-LITERACY.RI.11-12.7

Integrate and evaluate multiple sources of information presented in different media or formats (e.g., visually, quantitatively) as well as in words in order to address a question or solve a problem.

#### CCSS.ELA-LITERACY.RI.11-12.8

Delineate and evaluate the reasoning in seminal U.S. texts, including the application of constitutional principles and use of legal reasoning (e.g., in U.S. Supreme Court majority opinions and dissents) and the premises, purposes, and arguments in works of public advocacy (e.g., The Federalist, presidential addresses).

#### CCSS.ELA-LITERACY.RI.11-12.9

Analyze seventeenth-, eighteenth-, and nineteenth-century foundational U.S. documents of historical and literary significance (including The Declaration of Independence, the Preamble to the Constitution, the Bill of Rights, and Lincoln's Second Inaugural Address) for their themes, purposes, and rhetorical features.

Range of Reading and Level of Text Complexity: <u>CCSS.ELA-LITERACY.RI.11-12.10</u>

By the end of grade 12, read and comprehend literary nonfiction at the high end of the grades 11-CCR text complexity band independently and proficiently.

#### Writing

Text Types and Purposes:

#### CCSS.ELA-LITERACY.W.11-12.1

Write arguments to support claims in an analysis of substantive topics or texts, using valid reasoning and relevant and sufficient evidence.

#### CCSS.ELA-LITERACY.W.11-12.1.A

Introduce precise, knowledgeable claim(s), establish the significance of the claim(s), distinguish the claim(s) from alternate or opposing claims, and create an organization that logically sequences claim(s), counterclaims, reasons, and evidence.

#### CCSS.ELA-LITERACY.W.11-12.1.B

Develop claim(s) and counterclaims fairly and thoroughly, supplying the most relevant evidence for each while pointing out the strengths and limitations of both in a manner that anticipates the audience's knowledge level, concerns, values, and possible biases.

#### CCSS.ELA-LITERACY.W.11-12.1.C

Use words, phrases, and clauses as well as varied syntax to link the major sections

of the text, create cohesion, and clarify the relationships between claim(s) and reasons, between reasons and evidence, and between claim(s) and counterclaims. <u>CCSS.ELA-LITERACY.W.11-12.1.D</u>

Establish and maintain a formal style and objective tone while attending to the norms and conventions of the discipline in which they are writing.

#### CCSS.ELA-LITERACY.W.11-12.1.E

Provide a concluding statement or section that follows from and supports the argument presented.

#### CCSS.ELA-LITERACY.W.11-12.1.F

Provide a concluding statement or section that follows from and supports the argument presented.

#### CCSS.ELA-LITERACY.W.11-12.2

Write informative/explanatory texts to examine and convey complex ideas, concepts, and information clearly and accurately through the effective selection, organization, and analysis of content.

#### CCSS.ELA-LITERACY.W.11-12.2.A

Introduce a topic; organize complex ideas, concepts, and information so that each new element builds on that which precedes it to create a unified whole; include formatting (e.g., headings), graphics (e.g., figures, tables), and multimedia when useful to aiding comprehension.

#### CCSS.ELA-LITERACY.W.11-12.2.B

Develop the topic thoroughly by selecting the most significant and relevant facts, extended definitions, concrete details, quotations, or other information and examples appropriate to the audience's knowledge of the topic.

#### CCSS.ELA-LITERACY.W.11-12.2.C

Use appropriate and varied transitions and syntax to link the major sections of the text, create cohesion, and clarify the relationships among complex ideas and concepts.

#### CCSS.ELA-LITERACY.W.11-12.2.D

Use precise language, domain-specific vocabulary, and techniques such as metaphor, simile, and analogy to manage the complexity of the topic.

#### CCSS.ELA-LITERACY.W.11-12.2.E

Establish and maintain a formal style and objective tone while attending to the norms and conventions of the discipline in which they are writing.

#### CCSS.ELA-LITERACY.W.11-12.2.F

Provide a concluding statement or section that follows from and supports the information or explanation presented (e.g., articulating implications or the significance of the topic).

#### CCSS.ELA-LITERACY.W.11-12.3

Write narratives to develop real or imagined experiences or events using effective technique, well-chosen details, and well-structured event sequences.

#### CCSS.ELA-LITERACY.W.11-12.3.A

Engage and orient the reader by setting out a problem, situation, or observation and its significance, establishing one or multiple point(s) of view, and introducing a narrator and/or characters; create a smooth progression of experiences or events. <u>CCSS.ELA-LITERACY.W.11-12.3.B</u>

Use narrative techniques, such as dialogue, pacing, description, reflection, and multiple plot lines, to develop experiences, events, and/or characters.

#### CCSS.ELA-LITERACY.W.11-12.3.C

Use a variety of techniques to sequence events so that they build on one another to create a coherent whole and build toward a particular tone and outcome (e.g., a sense of mystery, suspense, growth, or resolution).

#### CCSS.ELA-LITERACY.W.11-12.3.D

Use precise words and phrases, telling details, and sensory language to convey a vivid picture of the experiences, events, setting, and/or characters.

#### CCSS.ELA-LITERACY.W.11-12.3.E

Provide a conclusion that follows from and reflects on what is experienced, observed, or resolved over the course of the narrative.

#### Production and Distribution of Writing:

#### CCSS.ELA-LITERACY.W.11-12.4

Produce clear and coherent writing in which the development, organization, and style are appropriate to task, purpose, and audience. (Grade-specific expectations for writing types are defined in standards 1-3 above.)

#### CCSS.ELA-LITERACY.W.11-12.5

Develop and strengthen writing as needed by planning, revising, editing, rewriting, or trying a new approach, focusing on addressing what is most significant for a specific

purpose and audience. (Editing for conventions should demonstrate command of Language standards 1-3 up to and including grades 11-12 <u>here</u>.)

#### CCSS.ELA-LITERACY.W.11-12.6

Use technology, including the Internet, to produce, publish, and update individual or shared writing products in response to ongoing feedback, including new arguments or information.

#### Research to Build and Present Knowledge:

#### CCSS.ELA-LITERACY.W.11-12.7

Conduct short as well as more sustained research projects to answer a question (including a self-generated question) or solve a problem; narrow or broaden the inquiry when appropriate; synthesize multiple sources on the subject, demonstrating understanding of the subject under investigation.

#### CCSS.ELA-LITERACY.W.11-12.8

Gather relevant information from multiple authoritative print and digital sources, using advanced searches effectively; assess the strengths and limitations of each source in terms of the task, purpose, and audience; integrate information into the text selectively to maintain the flow of ideas, avoiding plagiarism and overreliance on any one source and following a standard format for citation.

#### CCSS.ELA-LITERACY.W.11-12.9

Draw evidence from literary or informational texts to support analysis, reflection, and research.

#### CCSS.ELA-LITERACY.W.11-12.9.A

Apply *grades 11-12 Reading standards* to literature (e.g., "Demonstrate knowledge of eighteenth-, nineteenth- and early-twentieth-century foundational works of American literature, including how two or more texts from the same period treat similar themes or topics").

#### CCSS.ELA-LITERACY.W.11-12.9.B

Apply *grades 11-12 Reading standards* to literary nonfiction (e.g., "Delineate and evaluate the reasoning in seminal U.S. texts, including the application of constitutional principles and use of legal reasoning [e.g., in U.S. Supreme Court Case majority opinions and dissents] and the premises, purposes, and arguments in works of public advocacy [e.g., *The Federalist*, presidential addresses]").

#### Range of Writing:

#### CCSS.ELA-LITERACY.W.11-12.10

Write routinely over extended time frames (time for research, reflection, and revision) and shorter time frames (a single sitting or a day or two) for a range of tasks, purposes, and audiences.

#### Speaking and Listening

Comprehension and Collaboration:

#### CCSS.ELA-LITERACY.SL.11-12.1

Initiate and participate effectively in a range of collaborative discussions (one-on-one, in groups, and teacher-led) with diverse partners on grades 11-12 topics, texts, and issues, building on others' ideas and expressing their own clearly and persuasively.

#### CCSS.ELA-LITERACY.SL.11-12.1.A

Come to discussions prepared, having read and researched material under study; explicitly draw on that preparation by referring to evidence from texts and other research on the topic or issue to stimulate a thoughtful, well-reasoned exchange of ideas.

#### CCSS.ELA-LITERACY.SL.11-12.1.B

Work with peers to promote civil, democratic discussions and decision-making, set clear goals and deadlines, and establish individual roles as needed.

#### CCSS.ELA-LITERACY.SL.11-12.1.C

Propel conversations by posing and responding to questions that probe reasoning and evidence; ensure a hearing for a full range of positions on a topic or issue; clarify, verify, or challenge ideas and conclusions; and promote divergent and creative perspectives.

#### CCSS.ELA-LITERACY.SL.11-12.1.D

Respond thoughtfully to diverse perspectives; synthesize comments, claims, and evidence made on all sides of an issue; resolve contradictions when possible; and determine what additional information or research is required to deepen the investigation or complete the task.

#### CCSS.ELA-LITERACY.SL.11-12.2

Integrate multiple sources of information presented in diverse formats and media (e.g., visually, quantitatively, orally) in order to make informed decisions and solve problems,

evaluating the credibility and accuracy of each source and noting any discrepancies among the data.

#### CCSS.ELA-LITERACY.SL.11-12.3

Evaluate a speaker's point of view, reasoning, and use of evidence and rhetoric, assessing the stance, premises, links among ideas, word choice, points of emphasis, and tone used.

#### Presentation of Knowledge and Ideas:

#### CCSS.ELA-LITERACY.SL.11-12.4

Present information, findings, and supporting evidence, conveying a clear and distinct perspective, such that listeners can follow the line of reasoning, alternative or opposing perspectives are addressed, and the organization, development, substance, and style are appropriate to purpose, audience, and a range of formal and informal tasks.

#### CCSS.ELA-LITERACY.SL.11-12.4.A

Plan and deliver a reflective narrative that: explores the significance of a personal experience, event, or concern; uses sensory language to convey a vivid picture; includes appropriate narrative techniques (e.g., dialogue, pacing, description); and draws comparisons between the specific incident and broader themes. (11th or 12th grade.)

#### CCSS.ELA-LITERACY.SL.11-12.4.B

Plan and present an argument that: supports a precise claim; provides a logical sequence for claims, counterclaims, and evidence; uses rhetorical devices to support assertions (e.g., analogy, appeal to logic through reasoning, appeal to emotion or ethical belief); uses varied syntax to link major sections of the presentation to create cohesion and clarity; and provides a concluding statement that supports the argument presented. (11th or 12th grade.)

#### CCSS.ELA-LITERACY.SL.11-12.5

Make strategic use of digital media (e.g., textual, graphical, audio, visual, and interactive elements) in presentations to enhance understanding of findings, reasoning, and evidence and to add interest.

#### CCSS.ELA-LITERACY.SL.11-12.6

Adapt speech to a variety of contexts and tasks, demonstrating a command of formal English when indicated or appropriate.

#### Language

Conventions of Standard English:

#### CCSS.ELA-LITERACY.L.11-12.1

Demonstrate command of the conventions of standard English grammar and usage when writing or speaking.

#### CCSS.ELA-LITERACY.L.11-12.1.A

Apply the understanding that usage is a matter of convention, can change over time, and is sometimes contested.

CCSS.ELA-LITERACY.L.11-12.1.B

Resolve issues of complex or contested usage, consulting references (e.g., *Merriam-Webster's Dictionary of English Usage, Garner's Modern American Usage*) as needed.

#### CCSS.ELA-LITERACY.L.11-12.2

Demonstrate command of the conventions of standard English capitalization,

punctuation, and spelling when writing.

CCSS.ELA-LITERACY.L.11-12.2.A

Observe hyphenation conventions.

CCSS.ELA-LITERACY.L.11-12.2.B

Spell correctly.

Knowledge of Language:

CCSS.ELA-LITERACY.L.11-12.3

Apply knowledge of language to understand how language functions in different contexts, to make effective choices for meaning or style, and to comprehend more fully when reading or listening.

#### CCSS.ELA-LITERACY.L.11-12.3.A

Vary syntax for effect, consulting references (e.g., Tufte's *Artful Sentences*) for guidance as needed; apply an understanding of syntax to the study of complex texts when reading.

Vocabulary Acquisition and Use:

CCSS.ELA-LITERACY.L.11-12.4

Determine or clarify the meaning of unknown and multiple-meaning words and phrases based on *grades 11-12 reading and content*, choosing flexibly from a range of strategies.

#### CCSS.ELA-LITERACY.L.11-12.4.A

Use context (e.g., the overall meaning of a sentence, paragraph, or text; a word's position or function in a sentence) as a clue to the meaning of a word or phrase. <u>CCSS.ELA-LITERACY.L.11-12.4.B</u>

Identify and correctly use patterns of word changes that indicate different meanings or parts of speech (e.g., *conceive, conception, conceivable*). CCSS.ELA-LITERACY.L.11-12.4.C

Consult general and specialized reference materials (e.g., dictionaries, glossaries, thesauruses), both print and digital, to find the pronunciation of a word or determine or clarify its precise meaning, its part of speech, its etymology, or its standard usage.

#### CCSS.ELA-LITERACY.L.11-12.4.D

Verify the preliminary determination of the meaning of a word or phrase (e.g., by checking the inferred meaning in context or in a dictionary).

#### CCSS.ELA-LITERACY.L.11-12.5

Demonstrate understanding of figurative language, word relationships, and nuances in word meanings.

#### CCSS.ELA-LITERACY.L.11-12.5.A

Interpret figures of speech (e.g., hyperbole, paradox) in context and analyze their role in the text.

#### CCSS.ELA-LITERACY.L.11-12.5.B

Analyze nuances in the meaning of words with similar denotations.

#### CCSS.ELA-LITERACY.L.11-12.6

Acquire and use accurately general academic and domain-specific words and phrases, sufficient for reading, writing, speaking, and listening at the college and career readiness level; demonstrate independence in gathering vocabulary knowledge when considering a word or phrase important to comprehension or expression.

#### Assessment:

Assessment of student outcomes will be based on written assignments, reading comprehension activities, participation and completion of the Writing Workshop and summative writing pieces and projects.

#### **Instructional Materials:**

Literature & Language Arts- Holt, 2003- Fifth Course Literature & Language Arts Handbook- Holt- 2003- Fifth Course

Core Works: The Great Gatsby—F. Scott Fitzgerald

Writing Lab: English 11B may offer a supplementary Writing Workshop. See Supervisory Teacher for details.

**Board Approval Date:** 3/18/08

Amended:

English 11 B	_	2	m	4	ю	~	<b></b>				
2	Assignment #1	Assignment #2	Assignment #3	Assignment #4	Assignment #5	Assignment #6	Assignment #7				
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	sign	sign	sign	sign	sign	sign	sign				
	As	As			As	As	As				
Reading: Literature   RL 11-12.1 X X X X											
RL 11-12.1 RL 11-12.2	v		X	X	X						
RL 11-12.2 RL 11-12.3	X	X X X X	X X X	X X X		X X					
RL 11-12.3 RL 11-12.4	X X					Λ					
RL 11-12.4 RL 11-12.5	X X	X	X	X	X X X X X						
RL 11-12.5 RL 11-12.6	Λ	Λ	Λ	Λ	Λ						
RL 11-12.0 RL 11-12.7				X	X						
RL 11-12.7 RL 11-12.8											
RL 11-12.9			Not applicab	X							
RL 11-12.10	Х	X	X	X	X	X	X				
			Reading: Info			21					
RI 11-12.1	Х	X	X		·						
RI 11-12.2	X			X							
RI 11-12.3	X										
RI 11-12.4		Х									
RI 11-12.5	Х	X									
RI 11-12.6		X X	X								
RI 11-12.7	X X X		X X								
RI 11-12.8	X										
RI 11-12.9	Х										
RI 11-12.10	Х	Х	Х	X	Х						
		•	Writ	ing	•	•	•				
W 11-12.1				X	Х	Х	X X				
W 11-12.2		X	Х	X	Х	X	Х				
W 11-12.3											
W 11-12.4	X	Х	Х	X	Х	X	X				
W 11-12.5	X X	X X	X X X X	X X	X X X	X X	X X X X				
W 11-12.6	X	Х	X	X	Х	Х	X				
W 11-12.7											
W 11-12.8											
W 11-12.9		X	X	X	X	X	X				
W 11-12.10	Х	X			X	X	X				
QL 11 12 1		37	Speaking &		<b>X7</b>	17	37				
SL 11-12.1	X	Х	X	X	X	X	X				
SL 11-12.2	X			-							
SL 11-12.3											
SL 11-12.4	v										
SL 11-12.5 SL 11-12.6	X X	X	X	X	X	X	X				
SL 11-12.0	Λ	Λ	Lang		Λ	Λ	Λ				
L 11-12.1	X	X	X	X	X	X	X				
L 11-12.1 L 11-12.2	X	X	X	X	X	X	X				
L 11-12.2 L 11-12.3	X	X	X	X	X	X	X				
L 11-12.5 L 11-12.4	X	X	X	X	X		Λ				
L 10-11.5	<u>^</u>	<u>A</u>		Δ	X						
L 10-11.5	X	X	X	X	X	X	X				
L 10 11.0	11	11	11	11	11	11	<b>41</b>				

## 13.12

### Pacific View Charter School Course Outline

#### Course Title: English 12A Course #: 1056

#### Department: English Credits: 5

**Course Description:** English 12A is a one-semester course designed to provide students with the opportunity to develop the language skills that will prepare them for real-world situations and promote college and career readiness. The course is intended to deliver a chronological, thematic survey of British literature starting with its foundations in Anglo-Saxon times through the Renaissance. Students study representative works from each major literary period in relation to corresponding social and political events and issues. The course is required for graduation and is aligned with the Common Core English-Language Arts standards.

#### **Student Outcomes:**

Students will demonstrate mastery of the Common Core Standards as delineated below.

*Reading: Literature* Key Ideas and Details:

#### CCSS.ELA-LITERACY.RL.11-12.1

Cite strong and thorough textual evidence to support analysis of what the text says explicitly as well as inferences drawn from the text, including determining where the text leaves matters uncertain.

#### CCSS.ELA-LITERACY.RL.11-12.2

Determine two or more themes or central ideas of a text and analyze their development over the course of the text, including how they interact and build on one another to produce a complex account; provide an objective summary of the text.

#### CCSS.ELA-LITERACY.RL.11-12.3

Analyze the impact of the author's choices regarding how to develop and relate elements of a story or drama (e.g., where a story is set, how the action is ordered, how the characters are introduced and developed).

#### Craft and Structure:

#### CCSS.ELA-LITERACY.RL.11-12.4

Determine the meaning of words and phrases as they are used in the text, including figurative and connotative meanings; analyze the impact of specific word choices on meaning and tone, including words with multiple meanings or language that is particularly fresh, engaging, or beautiful. (Include Shakespeare as well as other authors.)

#### CCSS.ELA-LITERACY.RL.11-12.5

Analyze how an author's choices concerning how to structure specific parts of a text (e.g., the choice of where to begin or end a story, the choice to provide a comedic or tragic resolution) contribute to its overall structure and meaning as well as its aesthetic impact.

#### CCSS.ELA-LITERACY.RL.11-12.6

Analyze a case in which grasping a point of view requires distinguishing what is directly stated in a text from what is really meant (e.g., satire, sarcasm, irony, or understatement).

#### Integration of Knowledge and Ideas:

#### CCSS.ELA-LITERACY.RL.11-12.7

Analyze multiple interpretations of a story, drama, or poem (e.g., recorded or live production of a play or recorded novel or poetry), evaluating how each version interprets the source text. (Include at least one play by Shakespeare and one play by an American dramatist.)

#### CCSS.ELA-LITERACY.RL.11-12.8

(RL.11-12.8 not applicable to literature)

#### CCSS.ELA-LITERACY.RL.11-12.9

Demonstrate knowledge of eighteenth-, nineteenth- and early-twentieth-century foundational works of American literature, including how two or more texts from the same period treat similar themes or topics.

#### Range of Reading and Level of Text Complexity:

#### CCSS.ELA-LITERACY.RL.11-12.10

By the end of grade 11, read and comprehend literature, including stories, dramas, and poems, in the grades 11-CCR text complexity band proficiently, with scaffolding as needed at the high end of the range.

#### Reading: Informative Text

#### Key Ideas and Details:

#### CCSS.ELA-LITERACY.RI.11-12.1

Cite strong and thorough textual evidence to support analysis of what the text says explicitly as well as inferences drawn from the text, including determining where the text leaves matters uncertain.

#### CCSS.ELA-LITERACY.RI.11-12.2

Determine two or more central ideas of a text and analyze their development over the course of the text, including how they interact and build on one another to provide a complex analysis; provide an objective summary of the text.

#### CCSS.ELA-LITERACY.RI.11-12.3

Analyze a complex set of ideas or sequence of events and explain how specific individuals, ideas, or events interact and develop over the course of the text.

#### Craft and Structure:

#### CCSS.ELA-LITERACY.RI.11-12.4

Determine the meaning of words and phrases as they are used in a text, including figurative, connotative, and technical meanings; analyze how an author uses and refines the meaning of a key term or terms over the course of a text (e.g., how Madison defines faction in Federalist No. 10).

#### CCSS.ELA-LITERACY.RI.11-12.5

Analyze and evaluate the effectiveness of the structure an author uses in his or her exposition or argument, including whether the structure makes points clear, convincing, and engaging.

#### CCSS.ELA-LITERACY.RI.11-12.6

Determine an author's point of view or purpose in a text in which the rhetoric is

particularly effective, analyzing how style and content contribute to the power, persuasiveness or beauty of the text.

#### Integration of Knowledge and Ideas:

#### CCSS.ELA-LITERACY.RI.11-12.7

Integrate and evaluate multiple sources of information presented in different media or formats (e.g., visually, quantitatively) as well as in words in order to address a question or solve a problem.

#### CCSS.ELA-LITERACY.RI.11-12.8

Delineate and evaluate the reasoning in seminal U.S. texts, including the application of constitutional principles and use of legal reasoning (e.g., in U.S. Supreme Court majority opinions and dissents) and the premises, purposes, and arguments in works of public advocacy (e.g., The Federalist, presidential addresses).

#### CCSS.ELA-LITERACY.RI.11-12.9

Analyze seventeenth-, eighteenth-, and nineteenth-century foundational U.S. documents of historical and literary significance (including The Declaration of Independence, the Preamble to the Constitution, the Bill of Rights, and Lincoln's Second Inaugural Address) for their themes, purposes, and rhetorical features.

Range of Reading and Level of Text Complexity:

#### CCSS.ELA-LITERACY.RI.11-12.10

By the end of grade 12, read and comprehend literary nonfiction at the high end of the grades 11-CCR text complexity band independently and proficiently.

Writing

Text Types and Purposes:

#### CCSS.ELA-LITERACY.W.11-12.1

Write arguments to support claims in an analysis of substantive topics or texts, using valid reasoning and relevant and sufficient evidence.

#### CCSS.ELA-LITERACY.W.11-12.1.A

Introduce precise, knowledgeable claim(s), establish the significance of the claim(s), distinguish the claim(s) from alternate or opposing claims, and create an organization that logically sequences claim(s), counterclaims, reasons, and evidence.

#### CCSS.ELA-LITERACY.W.11-12.1.B

Develop claim(s) and counterclaims fairly and thoroughly, supplying the most relevant evidence for each while pointing out the strengths and limitations of both in a manner that anticipates the audience's knowledge level, concerns, values, and possible biases.

#### CCSS.ELA-LITERACY.W.11-12.1.C

Use words, phrases, and clauses as well as varied syntax to link the major sections of the text, create cohesion, and clarify the relationships between claim(s) and reasons, between reasons and evidence, and between claim(s) and counterclaims.

#### CCSS.ELA-LITERACY.W.11-12.1.D

Establish and maintain a formal style and objective tone while attending to the norms and conventions of the discipline in which they are writing.

#### CCSS.ELA-LITERACY.W.11-12.1.E

Provide a concluding statement or section that follows from and supports the argument presented.

#### CCSS.ELA-LITERACY.W.11-12.2

Write informative/explanatory texts to examine and convey complex ideas, concepts, and information clearly and accurately through the effective selection, organization, and analysis of content.

#### CCSS.ELA-LITERACY.W.11-12.2.A

Introduce a topic; organize complex ideas, concepts, and information so that each new element builds on that which precedes it to create a unified whole; include formatting (e.g., headings), graphics (e.g., figures, tables), and multimedia when useful to aiding comprehension.

#### CCSS.ELA-LITERACY.W.11-12.2.B

Develop the topic thoroughly by selecting the most significant and relevant facts, extended definitions, concrete details, quotations, or other

information and examples appropriate to the audience's knowledge of the topic.

#### CCSS.ELA-LITERACY.W.11-12.2.C

Use appropriate and varied transitions and syntax to link the major sections of the text, create cohesion, and clarify the relationships among complex ideas and concepts.

#### CCSS.ELA-LITERACY.W.11-12.2.D

Use precise language, domain-specific vocabulary, and techniques such as metaphor, simile, and analogy to manage the complexity of the topic.

#### CCSS.ELA-LITERACY.W.11-12.2.E

Establish and maintain a formal style and objective tone while attending to the norms and conventions of the discipline in which they are writing.

#### CCSS.ELA-LITERACY.W.11-12.2.F

Provide a concluding statement or section that follows from and supports the information or explanation presented (e.g., articulating implications or the significance of the topic).

#### CCSS.ELA-LITERACY.W.11-12.3

Write narratives to develop real or imagined experiences or events using effective technique, well-chosen details, and well-structured event sequences.

#### CCSS.ELA-LITERACY.W.11-12.3.A

Engage and orient the reader by setting out a problem, situation, or observation and its significance, establishing one or multiple point(s) of view, and introducing a narrator and/or characters; create a smooth progression of experiences or events.

#### CCSS.ELA-LITERACY.W.11-12.3.B

Use narrative techniques, such as dialogue, pacing, description, reflection, and multiple plot lines, to develop experiences, events, and/or characters. <u>CCSS.ELA-LITERACY.W.11-12.3.C</u>

Use a variety of techniques to sequence events so that they build on one another to create a coherent whole and build toward a particular tone and outcome (e.g., a sense of mystery, suspense, growth, or resolution).

#### CCSS.ELA-LITERACY.W.11-12.3.D

Use precise words and phrases, telling details, and sensory language to convey a vivid picture of the experiences, events, setting, and/or characters.

#### CCSS.ELA-LITERACY.W.11-12.3.E

Provide a conclusion that follows from and reflects on what is experienced, observed, or resolved over the course of the narrative.

#### Production and Distribution of Writing:

#### CCSS.ELA-LITERACY.W.11-12.4

Produce clear and coherent writing in which the development, organization, and style are appropriate to task, purpose, and audience. (Grade-specific expectations for writing types are defined in standards 1-3 above.)

#### CCSS.ELA-LITERACY.W.11-12.5

Develop and strengthen writing as needed by planning, revising, editing, rewriting, or trying a new approach, focusing on addressing what is most significant for a specific purpose and audience. (Editing for conventions should demonstrate command of Language standards 1-3 up to and including grades 11-12 <u>here</u>.)

#### CCSS.ELA-LITERACY.W.11-12.6

Use technology, including the Internet, to produce, publish, and update individual or shared writing products in response to ongoing feedback, including new arguments or information.

#### Research to Build and Present Knowledge:

#### CCSS.ELA-LITERACY.W.11-12.7

Conduct short as well as more sustained research projects to answer a question (including a self-generated question) or solve a problem; narrow or broaden the inquiry when appropriate; synthesize multiple sources on the subject, demonstrating understanding of the subject under investigation.

#### CCSS.ELA-LITERACY.W.11-12.8

Gather relevant information from multiple authoritative print and digital sources, using advanced searches effectively; assess the strengths and limitations of each source in terms of the task, purpose, and audience; integrate information into the text selectively to maintain the flow of ideas, avoiding plagiarism and overreliance on any one source and following a standard format for citation.

#### CCSS.ELA-LITERACY.W.11-12.9

Draw evidence from literary or informational texts to support analysis, reflection, and research.

#### CCSS.ELA-LITERACY.W.11-12.9.A

Apply *grades 11-12 Reading standards* to literature (e.g., "Demonstrate knowledge of eighteenth-, nineteenth- and early-twentieth-century foundational works of American literature, including how two or more texts from the same period treat similar themes or topics").

#### CCSS.ELA-LITERACY.W.11-12.9.B

Apply *grades 11-12 Reading standards* to literary nonfiction (e.g., "Delineate and evaluate the reasoning in seminal U.S. texts, including the application of constitutional principles and use of legal reasoning [e.g., in U.S. Supreme Court Case majority opinions and dissents] and the premises, purposes, and arguments in works of public advocacy [e.g.,*The Federalist*, presidential addresses]").

#### Range of Writing:

#### CCSS.ELA-LITERACY.W.11-12.10

Write routinely over extended time frames (time for research, reflection, and revision) and shorter time frames (a single sitting or a day or two) for a range of tasks, purposes, and audiences.

#### Speaking and Listening

#### Comprehension and Collaboration:

#### CCSS.ELA-LITERACY.SL.11-12.1

Initiate and participate effectively in a range of collaborative discussions (one-onone, in groups, and teacher-led) with diverse partners on grades 11-12 topics, texts, and issues, building on others' ideas and expressing their own clearly and persuasively.

#### CCSS.ELA-LITERACY.SL.11-12.1.A

Come to discussions prepared, having read and researched material under study; explicitly draw on that preparation by referring to evidence from texts and other research on the topic or issue to stimulate a thoughtful, wellreasoned exchange of ideas.

#### CCSS.ELA-LITERACY.SL.11-12.1.B

Work with peers to promote civil, democratic discussions and decision-
making, set clear goals and deadlines, and establish individual roles as needed.

#### CCSS.ELA-LITERACY.SL.11-12.1.C

Propel conversations by posing and responding to questions that probe reasoning and evidence; ensure a hearing for a full range of positions on a topic or issue; clarify, verify, or challenge ideas and conclusions; and promote divergent and creative perspectives.

#### CCSS.ELA-LITERACY.SL.11-12.1.D

Respond thoughtfully to diverse perspectives; synthesize comments, claims, and evidence made on all sides of an issue; resolve contradictions when possible; and determine what additional information or research is required to deepen the investigation or complete the task.

#### CCSS.ELA-LITERACY.SL.11-12.2

Integrate multiple sources of information presented in diverse formats and media (e.g., visually, quantitatively, orally) in order to make informed decisions and solve problems, evaluating the credibility and accuracy of each source and noting any discrepancies among the data.

#### CCSS.ELA-LITERACY.SL.11-12.3

Evaluate a speaker's point of view, reasoning, and use of evidence and rhetoric, assessing the stance, premises, links among ideas, word choice, points of emphasis, and tone used.

# Presentation of Knowledge and Ideas:

# CCSS.ELA-LITERACY.SL.11-12.4

Present information, findings, and supporting evidence, conveying a clear and distinct perspective, such that listeners can follow the line of reasoning, alternative or opposing perspectives are addressed, and the organization, development, substance, and style are appropriate to purpose, audience, and a range of formal and informal tasks.

#### CCSS.ELA-LITERACY.SL.11-12.5

Make strategic use of digital media (e.g., textual, graphical, audio, visual, and interactive elements) in presentations to enhance understanding of findings, reasoning, and evidence and to add interest.

#### CCSS.ELA-LITERACY.SL.11-12.6

Adapt speech to a variety of contexts and tasks, demonstrating a command of formal English when indicated or appropriate.

#### Language

Conventions of Standard English:

#### CCSS.ELA-LITERACY.L.11-12.1

Demonstrate command of the conventions of standard English grammar and usage when writing or speaking.

#### CCSS.ELA-LITERACY.L.11-12.1.A

Apply the understanding that usage is a matter of convention, can change over time, and is sometimes contested.

#### CCSS.ELA-LITERACY.L.11-12.1.B

Resolve issues of complex or contested usage, consulting references (e.g., *Merriam-Webster's Dictionary of English Usage, Garner's Modern American Usage*) as needed.

#### CCSS.ELA-LITERACY.L.11-12.2

Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing.

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<u>CCSS.ELA-LITERACY.L.11-12.2.A</u>
Observe hyphenation conventions.
<u>CCSS.ELA-LITERACY.L.11-12.2.B</u>
Spell correctly.
```

# Knowledge of Language:

# CCSS.ELA-LITERACY.L.11-12.3

Apply knowledge of language to understand how language functions in different contexts, to make effective choices for meaning or style, and to comprehend more fully when reading or listening.

#### CCSS.ELA-LITERACY.L.11-12.3.A

Vary syntax for effect, consulting references (e.g., Tufte's *Artful Sentences*) for guidance as needed; apply an understanding of syntax to the study of complex texts when reading.

Vocabulary Acquisition and Use:

#### CCSS.ELA-LITERACY.L.11-12.4

Determine or clarify the meaning of unknown and multiple-meaning words and phrases based on *grades 11-12 reading and content*, choosing flexibly from a range of strategies.

CCSS.ELA-LITERACY.L.11-12.4.A

Use context (e.g., the overall meaning of a sentence, paragraph, or text; a word's position or function in a sentence) as a clue to the meaning of a word or phrase.

#### CCSS.ELA-LITERACY.L.11-12.4.B

Identify and correctly use patterns of word changes that indicate different meanings or parts of speech (e.g., *conceive, conception, conceivable*).

#### CCSS.ELA-LITERACY.L.11-12.4.C

Consult general and specialized reference materials (e.g., dictionaries, glossaries, thesauruses), both print and digital, to find the pronunciation of a word or determine or clarify its precise meaning, its part of speech, its etymology, or its standard usage.

#### CCSS.ELA-LITERACY.L.11-12.4.D

Verify the preliminary determination of the meaning of a word or phrase (e.g., by checking the inferred meaning in context or in a dictionary).

#### CCSS.ELA-LITERACY.L.11-12.5

Demonstrate understanding of figurative language, word relationships, and nuances in word meanings.

#### CCSS.ELA-LITERACY.L.11-12.5.A

Interpret figures of speech (e.g., hyperbole, paradox) in context and analyze their role in the text.

#### CCSS.ELA-LITERACY.L.11-12.5.B

Analyze nuances in the meaning of words with similar denotations.

#### CCSS.ELA-LITERACY.L.11-12.6

Acquire and use accurately general academic and domain-specific words and phrases, sufficient for reading, writing, speaking, and listening at the college and career readiness level; demonstrate independence in gathering vocabulary knowledge when considering a word or phrase important to comprehension or expression. **Assessment:** Assessment of student outcomes will be based on written assignments, reading comprehension activities, participation and completion of the Writing Workshop and summative writing pieces and projects.

# **Instructional Materials:**

<u>Literature & Language Arts-</u>Holt, 2003- Sixth Course <u>Literature & Language Arts Handbook-</u>Holt- 2003- Sixth Course

# **Core Works:**

Hamlet - William Shakespeare

Writing Lab: English 12A may include a supplementary Writing Workshop. See Supervisory Teacher for details.

# **Board Approval Date:** 3/18/08

Amended:

English 12 A			~	-		10	~
English 12 A	Assignment #1	Assignment #2	Assignment #3	Assignment #4	Assignment #5	Assignment #6	Assignment #7
	men	men	men	men	men	men	men
	ign	ign	ign	ign	ign	ign	ign
	Ass	Ass			Ass	Ass	Ass
		1	Reading: 1		1	-	-
RL 11-12.1		Х	X	X	Х	X	X X
RL 11-12.2		X	Х	Х	Х	Х	X
RL 11-12.3		X X X X	Х				
RL 11-12.4	Х		Х	Х	Х	X	X
RL 11-12.5		Х	Х	Х	X	Х	Х
RL 11-12.6			Х	Х	X X X		
RL 11-12.7		Х				Х	X
RL 11-12.8		Т		le to literature		-	
RL 11-12.9	Х	Х	X	X	Х	X	X
RL 11-12.10	Х	Х	Х	Х	Х	Х	Х
			Reading: Info				
RI 11-12.1	Х	Х	Х	X		X	
RI 11-12.2	ļ			Х		X	
RI 11-12.3	ļ	Х				Х	
RI 11-12.4	ļ		Х		Х		
RI 11-12.5		Х					
RI 11-12.6			Х	Х	Х		
RI 11-12.7							
RI 11-12.8	Х		Х	Х			
RI 11-12.9	Х						
RI 11-12.10	Х	Х	Х	Х	Х		
			Writ				
W 11-12.1	X	X	X	X	X	X	X
W 11-12.2	Х	Х	Х	Х	Х	X	Х
W 11-12.3						X	
W 11-12.4	X	X	X	X	X	X	X X X X
W 11-12.5	X	X	X X	X	X X	X	X
W 11-12.6	X	X	X	Х	X	Х	X
W 11-12.7	X	X	X				
W 11-12.8	X	X	X X X X				
W 11-12.9	X	X		X	X	X	X
W 11-12.10	X	Х	X	X	X	Х	Х
GL 11 12 1	V	V	Speaking &		V	V	
SL 11-12.1	X	X	X	X	X	X	
SL 11-12.2	X	X	X	X	X	X	
SL 11-12.3	X	X	X	X	X	X	<b>X7</b>
SL 11-12.4	X	Х	Х	Х	X	X	Х
SL 11-12.5		<b>X7</b>	37	37		X	-
SL 11-12.6	X	Х	X	X	X	Х	
T 11 10 1	v	V	Lang		v	V	V
L 11-12.1	X	X	X	X	X	X	X
L 11-12.2	X	X	X	X	X	X	X
L 11-12.3	X	X	X	X	X	X	Х
L 11-12.4	**	Х	Х	X	X	X	-
L 10-11.5	X	*7	**	X	X	X	*7
L 10-11.6	Х	Х	Х	Х	Х	Х	X

# **Pacific View Charter School Course Outline**

Course Title: English 12B Course #: 1057 **Department:** English **Credits:** 5

# **Course Description:**

English 12B is designed to provide students with the opportunity to develop the language skills that will prepare them for real-world situations and promote college and career readiness. The course is intended to deliver a chronological, thematic survey of British literature starting with the Restoration through modern literature. Students study representative works from each major literary period in relation to corresponding social and political events and issues. The course is required for graduation and is aligned with the Common Core English-Language Arts standards.

#### **Student Outcomes:**

Students will demonstrate mastery of the Common Core State Standards for as delineated below.

*Reading: Literature* Key Ideas and Details:

#### CCSS.ELA-LITERACY.RL.11-12.1

Cite strong and thorough textual evidence to support analysis of what the text says explicitly as well as inferences drawn from the text, including determining where the text leaves matters uncertain.

#### CCSS.ELA-LITERACY.RL.11-12.2

Determine two or more themes or central ideas of a text and analyze their development over the course of the text, including how they interact and build on one another to produce a complex account; provide an objective summary of the text.

#### CCSS.ELA-LITERACY.RL.11-12.3

Analyze the impact of the author's choices regarding how to develop and relate elements of a story or drama (e.g., where a story is set, how the action is ordered, how the characters are introduced and developed).

# Craft and Structure:

#### CCSS.ELA-LITERACY.RL.11-12.4

Determine the meaning of words and phrases as they are used in the text, including figurative and connotative meanings; analyze the impact of specific word choices on meaning and tone, including words with multiple meanings or language that is particularly fresh, engaging, or beautiful. (Include Shakespeare as well as other authors.)

#### CCSS.ELA-LITERACY.RL.11-12.5

Analyze how an author's choices concerning how to structure specific parts of a text (e.g., the choice of where to begin or end a story, the choice to provide a comedic or tragic resolution) contribute to its overall structure and meaning as well as its aesthetic impact.

#### CCSS.ELA-LITERACY.RL.11-12.6

Analyze a case in which grasping a point of view requires distinguishing what is directly stated in a text from what is really meant (e.g., satire, sarcasm, irony, or understatement).

# Integration of Knowledge and Ideas:

# CCSS.ELA-LITERACY.RL.11-12.7

Analyze multiple interpretations of a story, drama, or poem (e.g., recorded or live production of a play or recorded novel or poetry), evaluating how each version interprets the source text. (Include at least one play by Shakespeare and one play by an American dramatist.)

#### CCSS.ELA-LITERACY.RL.11-12.8

(RL.11-12.8 not applicable to literature)

# CCSS.ELA-LITERACY.RL.11-12.9

Demonstrate knowledge of eighteenth-, nineteenth- and early-twentieth-century foundational works of American literature, including how two or more texts from the same period treat similar themes or topics.

# Range of Reading and Level of Text Complexity:

#### CCSS.ELA-LITERACY.RL.11-12.10

By the end of grade 11, read and comprehend literature, including stories, dramas, and poems, in the grades 11-CCR text complexity band proficiently, with scaffolding as needed at the high end of the range.

# Reading: Informative Text

# Key Ideas and Details:

#### CCSS.ELA-LITERACY.RI.11-12.1

Cite strong and thorough textual evidence to support analysis of what the text says explicitly as well as inferences drawn from the text, including determining where the text leaves matters uncertain.

#### CCSS.ELA-LITERACY.RI.11-12.2

Determine two or more central ideas of a text and analyze their development over the course of the text, including how they interact and build on one another to provide a complex analysis; provide an objective summary of the text.

#### CCSS.ELA-LITERACY.RI.11-12.3

Analyze a complex set of ideas or sequence of events and explain how specific individuals, ideas, or events interact and develop over the course of the text.

# Craft and Structure:

# CCSS.ELA-LITERACY.RI.11-12.4

Determine the meaning of words and phrases as they are used in a text, including figurative, connotative, and technical meanings; analyze how an author uses and refines the meaning of a key term or terms over the course of a text (e.g., how Madison defines faction in Federalist No. 10).

#### CCSS.ELA-LITERACY.RI.11-12.5

Analyze and evaluate the effectiveness of the structure an author uses in his or her exposition or argument, including whether the structure makes points clear, convincing, and engaging.

#### CCSS.ELA-LITERACY.RI.11-12.6

Determine an author's point of view or purpose in a text in which the rhetoric is

particularly effective, analyzing how style and content contribute to the power, persuasiveness or beauty of the text.

#### Integration of Knowledge and Ideas:

#### CCSS.ELA-LITERACY.RI.11-12.7

Integrate and evaluate multiple sources of information presented in different media or formats (e.g., visually, quantitatively) as well as in words in order to address a question or solve a problem.

Range of Reading and Level of Text Complexity:

#### CCSS.ELA-LITERACY.RI.11-12.10

By the end of grade 12, read and comprehend literary nonfiction at the high end of the grades 11-CCR text complexity band independently and proficiently.

#### Writing

Text Types and Purposes:

#### CCSS.ELA-LITERACY.W.11-12.1

Write arguments to support claims in an analysis of substantive topics or texts, using valid reasoning and relevant and sufficient evidence.

#### CCSS.ELA-LITERACY.W.11-12.1.A

Introduce precise, knowledgeable claim(s), establish the significance of the claim(s), distinguish the claim(s) from alternate or opposing claims, and create an organization that logically sequences claim(s), counterclaims, reasons, and evidence.

#### CCSS.ELA-LITERACY.W.11-12.1.B

Develop claim(s) and counterclaims fairly and thoroughly, supplying the most relevant evidence for each while pointing out the strengths and limitations of both in a manner that anticipates the audience's knowledge level, concerns, values, and possible biases.

#### CCSS.ELA-LITERACY.W.11-12.1.C

Use words, phrases, and clauses as well as varied syntax to link the major sections of the text, create cohesion, and clarify the relationships between

claim(s) and reasons, between reasons and evidence, and between claim(s) and counterclaims.

#### CCSS.ELA-LITERACY.W.11-12.1.D

Establish and maintain a formal style and objective tone while attending to the norms and conventions of the discipline in which they are writing.

#### CCSS.ELA-LITERACY.W.11-12.1.E

Provide a concluding statement or section that follows from and supports the argument presented.

#### CCSS.ELA-LITERACY.W.11-12.2

Write informative/explanatory texts to examine and convey complex ideas, concepts, and information clearly and accurately through the effective selection, organization, and analysis of content.

#### CCSS.ELA-LITERACY.W.11-12.2.A

Introduce a topic; organize complex ideas, concepts, and information so that each new element builds on that which precedes it to create a unified whole; include formatting (e.g., headings), graphics (e.g., figures, tables), and multimedia when useful to aiding comprehension.

#### CCSS.ELA-LITERACY.W.11-12.2.B

Develop the topic thoroughly by selecting the most significant and relevant facts, extended definitions, concrete details, quotations, or other information and examples appropriate to the audience's knowledge of the topic.

#### CCSS.ELA-LITERACY.W.11-12.2.C

Use appropriate and varied transitions and syntax to link the major sections of the text, create cohesion, and clarify the relationships among complex ideas and concepts.

#### CCSS.ELA-LITERACY.W.11-12.2.D

Use precise language, domain-specific vocabulary, and techniques such as metaphor, simile, and analogy to manage the complexity of the topic.

#### CCSS.ELA-LITERACY.W.11-12.2.E

Establish and maintain a formal style and objective tone while attending to the norms and conventions of the discipline in which they are writing.

#### CCSS.ELA-LITERACY.W.11-12.2.F

Provide a concluding statement or section that follows from and supports

the information or explanation presented (e.g., articulating implications or the significance of the topic).

#### CCSS.ELA-LITERACY.W.11-12.3

Write narratives to develop real or imagined experiences or events using effective technique, well-chosen details, and well-structured event sequences.

#### CCSS.ELA-LITERACY.W.11-12.3.A

Engage and orient the reader by setting out a problem, situation, or observation and its significance, establishing one or multiple point(s) of view, and introducing a narrator and/or characters; create a smooth progression of experiences or events.

#### CCSS.ELA-LITERACY.W.11-12.3.B

Use narrative techniques, such as dialogue, pacing, description, reflection, and multiple plot lines, to develop experiences, events, and/or characters. CCSS.ELA-LITERACY.W.11-12.3.C

Use a variety of techniques to sequence events so that they build on one another to create a coherent whole and build toward a particular tone and outcome (e.g., a sense of mystery, suspense, growth, or resolution).

#### CCSS.ELA-LITERACY.W.11-12.3.D

Use precise words and phrases, telling details, and sensory language to convey a vivid picture of the experiences, events, setting, and/or characters. CCSS.ELA-LITERACY.W.11-12.3.E

Provide a conclusion that follows from and reflects on what is experienced, observed, or resolved over the course of the narrative.

Production and Distribution of Writing:

#### CCSS.ELA-LITERACY.W.11-12.4

Produce clear and coherent writing in which the development, organization, and style are appropriate to task, purpose, and audience. (Grade-specific expectations for writing types are defined in standards 1-3 above.)

#### CCSS.ELA-LITERACY.W.11-12.5

Develop and strengthen writing as needed by planning, revising, editing, rewriting, or trying a new approach, focusing on addressing what is most significant for a specific purpose and audience. (Editing for conventions should demonstrate command of Language standards 1-3 up to and including grades 11-12 <u>here</u>.)

#### CCSS.ELA-LITERACY.W.11-12.6

Use technology, including the Internet, to produce, publish, and update individual or shared writing products in response to ongoing feedback, including new arguments or information.

# Research to Build and Present Knowledge:

#### CCSS.ELA-LITERACY.W.11-12.7

Conduct short as well as more sustained research projects to answer a question (including a self-generated question) or solve a problem; narrow or broaden the inquiry when appropriate; synthesize multiple sources on the subject, demonstrating understanding of the subject under investigation.

#### CCSS.ELA-LITERACY.W.11-12.8

Gather relevant information from multiple authoritative print and digital sources, using advanced searches effectively; assess the strengths and limitations of each source in terms of the task, purpose, and audience; integrate information into the text selectively to maintain the flow of ideas, avoiding plagiarism and overreliance on any one source and following a standard format for citation.

#### CCSS.ELA-LITERACY.W.11-12.9

Draw evidence from literary or informational texts to support analysis, reflection, and research.

#### CCSS.ELA-LITERACY.W.11-12.9.A

Apply *grades 11-12 Reading standards* to literature (e.g., "Demonstrate knowledge of eighteenth-, nineteenth- and early-twentieth-century foundational works of American literature, including how two or more texts from the same period treat similar themes or topics").

# CCSS.ELA-LITERACY.W.11-12.9.B

Apply *grades 11-12 Reading standards* to literary nonfiction (e.g., "Delineate and evaluate the reasoning in seminal U.S. texts, including the application of constitutional principles and use of legal reasoning [e.g., in U.S. Supreme Court Case majority opinions and dissents] and the premises, purposes, and arguments in works of public advocacy [e.g.,*The Federalist*, presidential addresses]").

#### Range of Writing:

#### CCSS.ELA-LITERACY.W.11-12.10

Write routinely over extended time frames (time for research, reflection, and revision) and shorter time frames (a single sitting or a day or two) for a range of tasks, purposes, and audiences.

#### Speaking and Listening

Comprehension and Collaboration:

#### CCSS.ELA-LITERACY.SL.11-12.1

Initiate and participate effectively in a range of collaborative discussions (one-onone, in groups, and teacher-led) with diverse partners on grades 11-12 topics, texts, and issues, building on others' ideas and expressing their own clearly and persuasively.

#### CCSS.ELA-LITERACY.SL.11-12.1.A

Come to discussions prepared, having read and researched material under study; explicitly draw on that preparation by referring to evidence from texts and other research on the topic or issue to stimulate a thoughtful, wellreasoned exchange of ideas.

#### CCSS.ELA-LITERACY.SL.11-12.1.B

Work with peers to promote civil, democratic discussions and decisionmaking, set clear goals and deadlines, and establish individual roles as needed.

#### CCSS.ELA-LITERACY.SL.11-12.1.C

Propel conversations by posing and responding to questions that probe reasoning and evidence; ensure a hearing for a full range of positions on a topic or issue; clarify, verify, or challenge ideas and conclusions; and promote divergent and creative perspectives.

#### CCSS.ELA-LITERACY.SL.11-12.1.D

Respond thoughtfully to diverse perspectives; synthesize comments, claims, and evidence made on all sides of an issue; resolve contradictions when possible; and determine what additional information or research is required to deepen the investigation or complete the task.

#### CCSS.ELA-LITERACY.SL.11-12.2

Integrate multiple sources of information presented in diverse formats and media (e.g., visually, quantitatively, orally) in order to make informed decisions and solve problems, evaluating the credibility and accuracy of each source and noting any discrepancies among the data.

#### CCSS.ELA-LITERACY.SL.11-12.3

Evaluate a speaker's point of view, reasoning, and use of evidence and rhetoric, assessing the stance, premises, links among ideas, word choice, points of emphasis, and tone used.

#### Presentation of Knowledge and Ideas:

#### CCSS.ELA-LITERACY.SL.11-12.4

Present information, findings, and supporting evidence, conveying a clear and distinct perspective, such that listeners can follow the line of reasoning, alternative or opposing perspectives are addressed, and the organization, development, substance, and style are appropriate to purpose, audience, and a range of formal and informal tasks.

#### CCSS.ELA-LITERACY.SL.11-12.5

Make strategic use of digital media (e.g., textual, graphical, audio, visual, and interactive elements) in presentations to enhance understanding of findings, reasoning, and evidence and to add interest.

#### CCSS.ELA-LITERACY.SL.11-12.6

Adapt speech to a variety of contexts and tasks, demonstrating a command of formal English when indicated or appropriate.

# Language

Conventions of Standard English:

#### CCSS.ELA-LITERACY.L.11-12.1

Demonstrate command of the conventions of standard English grammar and usage when writing or speaking.

#### CCSS.ELA-LITERACY.L.11-12.1.A

Apply the understanding that usage is a matter of convention, can change over time, and is sometimes contested.

CCSS.ELA-LITERACY.L.11-12.1.B

Resolve issues of complex or contested usage, consulting references (e.g., *Merriam-Webster's Dictionary of English Usage, Garner's Modern American Usage*) as needed.

#### CCSS.ELA-LITERACY.L.11-12.2

Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing.

<u>CCSS.ELA-LITERACY.L.11-12.2.A</u> Observe hyphenation conventions. <u>CCSS.ELA-LITERACY.L.11-12.2.B</u> Spell correctly.

# Knowledge of Language:

#### CCSS.ELA-LITERACY.L.11-12.3

Apply knowledge of language to understand how language functions in different contexts, to make effective choices for meaning or style, and to comprehend more fully when reading or listening.

#### CCSS.ELA-LITERACY.L.11-12.3.A

Vary syntax for effect, consulting references (e.g., Tufte's *Artful Sentences*) for guidance as needed; apply an understanding of syntax to the study of complex texts when reading.

# Vocabulary Acquisition and Use:

#### CCSS.ELA-LITERACY.L.11-12.4

Determine or clarify the meaning of unknown and multiple-meaning words and phrases based on *grades 11-12 reading and content*, choosing flexibly from a range of strategies.

#### CCSS.ELA-LITERACY.L.11-12.4.A

Use context (e.g., the overall meaning of a sentence, paragraph, or text; a word's position or function in a sentence) as a clue to the meaning of a word or phrase.

#### CCSS.ELA-LITERACY.L.11-12.4.B

Identify and correctly use patterns of word changes that indicate different meanings or parts of speech (e.g., *conceive, conception, conceivable*).

#### CCSS.ELA-LITERACY.L.11-12.4.C

Consult general and specialized reference materials (e.g., dictionaries, glossaries, thesauruses), both print and digital, to find the pronunciation of a word or determine or clarify its precise meaning, its part of speech, its etymology, or its standard usage.

#### CCSS.ELA-LITERACY.L.11-12.4.D

Verify the preliminary determination of the meaning of a word or phrase (e.g., by checking the inferred meaning in context or in a dictionary).

#### CCSS.ELA-LITERACY.L.11-12.5

Demonstrate understanding of figurative language, word relationships, and nuances in word meanings.

#### CCSS.ELA-LITERACY.L.11-12.5.A

Interpret figures of speech (e.g., hyperbole, paradox) in context and analyze their role in the text.

CCSS.ELA-LITERACY.L.11-12.5.B

Analyze nuances in the meaning of words with similar denotations.

#### CCSS.ELA-LITERACY.L.11-12.6

Acquire and use accurately general academic and domain-specific words and phrases, sufficient for reading, writing, speaking, and listening at the college and career readiness level; demonstrate independence in gathering vocabulary knowledge when considering a word or phrase important to comprehension or expression.

#### Assessment:

Assessment of student outcomes will be based on formative written assignments, reading comprehension activities, participation and completion of the Writing Workshop and summative writing pieces and projects.

# **Instructional Materials:**

<u>Literature & Language Arts-</u>Holt, 2003- Sixth Course <u>Literature & Language Arts Handbook-</u>Holt- 2003- Sixth Course <u>**Core Works:**</u> *Night – Elie Wiesel* 

Writing Lab: English 12B may offer a Writing Workshop. See Supervisory Teacher for details.

**Board Approval Date:** 3/18/08

#### Amended:

English L2 BTell belowTell <th>English 12 B</th> <th></th> <th></th> <th>~</th> <th>-</th> <th>10</th> <th>10</th> <th>~</th>	English 12 B			~	-	10	10	~
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W 11-12.2         X		-	•			•	-	
W 11-12.3       Image: Constraint of the system of the syste		X	X	X	X	X	X	X
W 11-12.4         X		X	Х	X				
W 11-12.7         X								
W 11-12.7         X		X	X	X	X	X	X	X
W 11-12.7         X		X	X	X	X	X	X	X
W 11-12.8         X			X	X	X	X	X	X
W 11-12.10         X			X	X				
W 11-12.10         X		X	X	X				
Speaking & Listening           SL 11-12.1         X		X	X	X	X	X	X	X
SL 11-12.1     X     X     X     X     X     X     X     X       SL 11-12.2     X     X     X     X     X     X     X     X       SL 11-12.3	W 11-12.10	X	X			Х	X	X
SL 11-12.2       X		<u></u>						-
SL 11-12.3       X								
SL 11-12.4       X		X	X	X	X	X	X	X
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L 11-12.4         X								X
L 10-11.5 X X X X X X X X								X
L 10-11.6 X X X X X X X X								
	L 10-11.6	X	X	X	X	X	Х	X

# 13.13

# Pacific View Charter School Course Outline

Course Title: Health Department: Health Science **Course #:** 1041 **Credits:** 5

# **Course Description:**

This Health course will help students develop the knowledge and skills needed to make healthy decisions that help students stay active, safe and informed. The lessons and activities are designed to introduce students to important aspects of the main types of health: emotional and mental, social and consumer, and physical. Among other topics, students will explore nutrition, understanding and avoiding disease, first aid and CPR, and human sexuality. Students will find out about the components of a healthy lifestyle and ways to approach making healthy choices and decisions.

# Student Outcome:

The student will be able to:

- 1. Introduce students to concepts and applications of the main types of health: mental and emotional, social and consumer, and physical
- 2. Introduce methods and strategies for decision-making for healthy life choices
- 3. Present opportunities for students to apply their value systems to decisions concerning health
- 4. Introduce and assess communication skills that demonstrate healthy choices with respect for self, family and others
- 5. Introduce resources provided by online sources, parents, friends and community members in making healthy choices

# Assessment:

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

Instructional Materials: Prentice Hall, Health, 2010

Board Approval: 8/17/10

# 13.14



# Pacific View Charter School Graduation Requirements- 2015-2016 220 credits

**Board Approved** 

Discipline	Courses
English	40 Credits of English including: ✓ Grammar and Composition ✓ World Literature ✓ American Literature ✓ English Literature
Mathematics	30 Credits of Mathematics including: ✓ Algebra I or Math 1
Science	30 Credits of Science including: ✓ Biology with lab (10 credits) ✓ Any Physical Science Course
Social Science	30 Credits of Social Science including: ✓ World History ✓ United States History ✓ Civics ✓ Economics
Fine Arts	10 Credits
Health Science	5 Credits ✓ Health
Foreign Language	10 Credits
Physical Education	20 Credits
Career/Technology*	10 Credits of Career/Technology including: ✓ Introductory Course (1 credit) ✓ Exit Course (1.5 credits) ✓ Careers 1 (5 credits) ✓ Careers 2 (2.5 credits)
Electives	35 Credits of Electives
CAHSEE Language Arts & Math	Passing Score of 350 or more

\*The Career/Technology requirement applies to all 2015 graduates. Any graduates prior to 2015, may use any course combination within the Career/Technology category Careers 1, Careers 2, Computers 2, & Computers