



A CALIFORNIA DISTINGUISHED SCHOOL

Executive Director's Report
August 17, 2010

- Administration / Management Seat on the Board of Trustees
- Breakdown of charges from the Law Offices of Middleton, Young, & Minney, LLP
- Tentative Contract from Northern Trust Open Charity Participation Agreement
- Review and response from MYM of afore mentioned agreement
- Contract agreement with Donor Perfect

Administration/Management Seat on Board of Trustees

Positions represented:

ADMINISTRATION

Principal *

Director of Instruction

Director of Student Activities, Athletics and Discipline

Director of Student Admissions, Attendance and Student Welfare

Director of Academic Planning and Counseling

Director of Student Support Services

MANAGEMENT

Executive Director *

Chief Business Officer *

Human Resource Director

Operations Manager

Finance Manager

Security Manager

* (Ex-Officio Status, ineligible to be nominated/hold seat, however, eligible to vote for representative)



LAW OFFICES OF MIDDLETON, YOUNG & MINNEY, LLP

701 UNIVERSITY AVENUE, SUITE 150 • SACRAMENTO, CA 95825 • T 916.646.1400 • F 916.646.1300
WWW.MYMCHARTERLAW.COM

June 01, 2010

Tax ID # 94-3307075

Invoice # 26207

Palisades Charter High School
Attn: Amy Dresser Held
15777 Bowdoin Street
Pacific Palisades, CA 90272

Professional Services

	<u>Hrs/Rate</u>	<u>Amount</u>
05/04/10 Legal research, review, and revision of elements 7 and 8 of the charter; email to A. Held regarding same.	0.50 175.00/hr	87.50
Receipt of e-mails from A. Held regarding negotiations and related matters; responses to same.	0.30 175.00/hr	52.50
05/06/10 Receipt of e-mails from A. Held regarding negotiations with UTLA and PESPU; response to same.	0.30 175.00/hr	52.50
Preliminary legal research regarding Health Benefits Trust; telephone conference with E. O'Leary regarding same.	0.40 175.00/hr	70.00
Legal research regarding health benefits trust requirements and status of California charter school.	0.50 175.00/hr	87.50
Preparation for negotiations with PESPU and UTLA.	1.50 175.00/hr	262.50
05/07/10 Preparation for and attendance at negotiations sessions with PESPU and UTLA; follow up regarding same; follow up regarding same.	7.80 175.00/hr	1,365.00

	<u>Hrs/Rate</u>	<u>Amount</u>
05/10/10 Telephone conference with E. O'Leary regarding Health Benefits trust options; further legal research regarding charter school as political subdivision of the state for qualification to trust.	0.80 175.00/hr	140.00
Phone conference with A. Held, Executive Director, regarding fundraising and booster club issues.	0.40 175.00/hr	70.00
Review and response to email from A. Held regarding [REDACTED] parent letter for harassment of staff.	0.20 175.00/hr	35.00
05/12/10 Receipt of e-mails from A. Held and R. Scott regarding negotiations and related matters.	0.30 175.00/hr	52.50
Review and response to email from M. Haskin regarding disruptive parent [REDACTED] receipt and review of fax from M. Haskin regarding teacher's request for a cease and desist letter.	0.30 175.00/hr	52.50
05/13/10 Preparation, review, and revision of letter to Mrs. [REDACTED] regarding her behavior at school and harassment of teachers; preparation of email to M. Haskin regarding same.	1.10 175.00/hr	192.50
05/14/10 Further legal research regarding charter school qualification for participation in an IRC Section 115 Health Benefits Trust.	0.80 175.00/hr	140.00
05/15/10 Legal research regarding operation of summer school on Palisades campus; continue drafting letter to A. Dresser-Held regarding same.	2.10 175.00/hr	367.50
05/17/10 Receipt of e-mail from A. Held regarding negotiations with UTLA and related matters; response to same.	0.30 175.00/hr	52.50
05/18/10 Legal research regarding health benefits trust and related matters; review of stipends schedule and related matters in preparation for UTLA negotiations.	0.80 175.00/hr	140.00
Legal research regarding authority of school to participate in Section 115 public benefits health trust.	3.80 175.00/hr	665.00
Review and response to email from M. Haskins regarding [REDACTED] disruptive parent letter; legal revision of same.	0.60 175.00/hr	105.00
05/19/10 Continued further legal research regarding charter school as political subdivision of the state regarding participation in Section 115 public benefits health trust.	0.90 175.00/hr	157.50

	<u>Hrs/Rate</u>	<u>Amount</u>
05/21/10 Draft e-mail to PESPU representative regarding location for negotiations.	0.20 175.00/hr	35.00
Telephone conference with J. Avant-Eustice regarding STRS issues and related matters regarding statutory application for emergency exemption to extend pay regarding [REDACTED]; legal research regarding same.	0.70 175.00/hr	122.50
05/24/10 Receipt and review of e-mail from PESPU/CTA representative regarding negotiations; response to same.	0.20 175.00/hr	35.00
Legal research regarding STRS retiree earnings limitation; telephone conference with J. Eustice regarding same.	1.10 175.00/hr	192.50
05/26/10 Legal review of email correspondence from E. O'Leary, PARS, regarding participation in a Section 115 Public Trust; Legal review of legal analysis from PARS attorney regarding same.	0.90 175.00/hr	157.50
Email to A. Held regarding Brown Act issue for Executive Director hiring interviews; legal research regarding same.	0.10 175.00/hr	17.50
Legal research regarding retiree trust for health benefits.	0.50 175.00/hr	87.50
05/27/10 Finalize letter to A. Dresser-Held regarding summer school.	1.30 175.00/hr	227.50
Legal research regarding summer school programs offered by supporting organizations.	0.70 175.00/hr	122.50
Further legal research regarding private letter ruling regarding participation in Section 115 public benefits health trust; telephone conference with IRS exempt organizations unit regarding same.	1.60 175.00/hr	280.00
Preparation for and attendance at pre-meeting and meeting with PESPU; follow up regarding same in drafting proposals.	7.50 175.00/hr	1,312.50
05/28/10 Legal research regarding health benefits trust requirements and determination of what constitutes a political subdivision regarding same.	2.20 175.00/hr	385.00
Further legal research regarding Section 115 health benefits trust; preparation of legal memorandum regarding same.	3.40 175.00/hr	595.00

	<u>Hrs/Rate</u>	<u>Amount</u>
05/28/10 Drafting proposals regarding PESPU negotiations.	0.60 175.00/hr	105.00
	<hr/>	<hr/>
Subtotal	44.70	7,822.50
	<hr/>	<hr/>
Total Professional Services	44.70	<u>\$7,822.50</u>
05/07/10 Airfare to attend negotiations sessions with PESPU and UTLA.		353.40
Vehicle rental to attend negotiations sessions with PESPU and UTLA.		68.39
05/27/10 Airfare to attend PESPU negotiations.		117.80
Vehicle rental to attend PESPU negotiations.		150.00
Lodging expense to attend PESPU negotiations.		131.26
		<hr/>
Subtotal		820.85
		<hr/>
Total Expenses		<u>\$820.85</u>
Total Amount of This Invoice		<u>\$8,643.35</u>
Previous balance		<u>\$9,822.83</u>
5/21/2010 Payment - thank you. Check No. 18082870		(\$9,407.20)
5/24/2010 Discount		(\$415.63)
		<hr/>
Total payments and adjustments		<u>(\$9,822.83)</u>
Total Balance Due		\$8,643.35
Discount if paid by 6/21/2010		(\$391.13)
Amount due if paid by 6/21/2010		<u>\$8,252.22</u>
Amount due if paid after 6/21/2010		<u>\$8,643.35</u>
		<hr/> <hr/>

All invoices are due and payable upon receipt, thank you!

**Northern Trust Open
CHARITY PARTICIPATION AGREEMENT**

THIS CHARITY PARTICIPATION AGREEMENT (this "**Agreement**") is made and entered into as of the _____ day of _____, 20____, by and between PGA TOUR, Inc., a 501(c)(6) corporation organized under the laws of the State of Maryland ("**TOUR**"), and _____, a 501(c)(3) corporation organized under the laws of the State of _____ with Federal Taxpayer Identification Number (EIN) _____ ("**Charity**").

Agreement Date: 08/11/2010

Charity Name * _____ Charity State * Federal Tax ID No. * _____ use format 99-99999999 (EIN)

Representative First Name * _____ Representative Last Name * _____
Representative Title * _____ Representative Email * _____

Rep. Fax Number _____ Rep. Phone Number * _____ Rep. Alt. Number _____
Street Address 1 (No PO Boxes) * _____
Street Address 2 _____
City * _____ State * Zip * _____

Terms of Agreement [Print](#)

BACKGROUND

- A. TOUR is the organization of professional tournament golfers that co-sponsors, sanctions and administers the series of professional golf tournaments known as the PGA TOUR.
- B. TOUR operates a certain professional golf tournament on the PGA TOUR entitled the Northern Trust Open (the "**Tournament**").
- C. TOUR operates a ticket sales program whereby local charitable organizations may generate revenue as a result of consumer purchases of certain tickets to the Tournament (the "**Program**").
- D. Charity desires to participate in the Program pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, TOUR and Charity agree as follows:

1. **TERM.** The term of this Agreement (the "**Term**") shall commence upon full signature of this Agreement by the parties and terminate thirty (30) days following conclusion of the Tournament in 2011, which is scheduled to be conducted February 14-20, 2011 at Riviera Country Club. Either party may terminate this Agreement upon fifteen (15) days prior written notice to the other party.

2. THE PROGRAM.

2.1 Ticket Sales. Upon signature of this Agreement by the parties, TOUR will provide Charity with ticket order forms. Charity may sell tickets for the prices indicated on such order forms and fully complete an order form for each consumer who purchases tickets from Charity. Charity shall collect payment in full for each order when completing the ticket order form, with payment in full therefor made payable directly to Charity. TOUR will provide Charity with proof of purchase receipts for provision to consumers who purchase tickets. TOUR shall set the prices for each ticket, and in no event shall Charity sell any ticket for any price other than the amount specified by TOUR. Charity will take in the proceeds from each sale. In the event of a sell-out, TOUR shall promptly notify Charity, and Charity shall thereafter cease all further ticket sales hereunder.

2.2 Ticket Terms. Charity acknowledges and agrees that TOUR shall determine the dates of availability and price of the tickets, assign a specific level of access to the Tournament provided by such tickets, and determine any and all policies applicable to such ticket sales. All ticket sales are non-refundable and subject to availability and all rules and regulations established by TOUR governing access to the Tournament (see <http://www.pgatour.com/company/ticketterms> for ticket terms and conditions). Charity further acknowledges that not all tickets and hospitality sales to the Tournament shall be subject to the Program. TOUR will designate the particular tickets that are subject to the Program. Charity acknowledges TOUR's right to the consumer information collected by Charity in connection with ticket sales hereunder.

2.3 Reporting & Payment. Unless otherwise directed by TOUR in writing, on each of October 31, 2010, November 30, 2010, December 31, 2010, January 15, 2011 and January 31, 2011, Charity shall submit a report to TOUR, in a format provided by TOUR, identifying the number and type of tickets sold by Charity as of such date, even if such report indicates no sales. Contemporaneously with providing such report, Charity shall (a) forward the completed ticket order forms corresponding to such sales to TOUR and (b) remit payment to **Los Angeles Junior Chamber of Commerce Charity Foundation ("LAJCC")** at 201 South Figueroa Street, Suite 300, Los Angeles, California 90012, Attn: Allison DeLeon, (213) 482-1311, in the amount of twenty percent (20%) of the ticket sales made by Charity as of such date. Beginning January 15, 2011, Charity may provide the report and completed ticket order forms to TOUR, provide the twenty percent (20%) payment for tickets to LAJCC, and then stop by the Tournament office and/or Will Call (as specified by TOUR) to pick up the corresponding number of tickets (Tournament office is located at 12100 West Olympic Boulevard, Suite 200, Los Angeles, California 90064, (310) 838-3707). Charity shall submit a final report identifying all sales by Charity hereunder on February 7, 2011, even if such report indicates no sales. TOUR shall verify LAJCC has received applicable payments from Charity prior to releasing any tickets to Charity. Charity acknowledges and agrees that TOUR makes no representation that Charity will be able to sell any particular number of tickets nor receive any particular level of contribution from TOUR as a result of this Agreement. Charity is solely responsible for making applicable disclosures to consumers as required by law in connection with Charity's solicitation of Tournament ticket sales for charitable purposes.

2.4 Ticket Distribution. On each of November 10, 2010 and January 10, 2011, provided Charity has complied with the requirements in Section 2.3, TOUR will ship tickets to Charity corresponding to the ticket sales made by Charity as of such dates, respectively. Beginning January 15, 2011, Charity will be able to pick up tickets at the Tournament office and/or Will Call, as discussed in Section 2.3. Charity shall be solely responsible for forwarding such tickets to the applicable consumers. In no event shall TOUR provide tickets to Charity unless TOUR has received corresponding ticket orders therefor and verified that LAJCC has received payment pursuant to the terms of this Agreement.

2.5 Incentive Program. Multiple charitable organizations may be participating in the Program, and TOUR will award prizes selected by TOUR (e.g., additional monetary contribution and/or Pro-Am, Am-Am or Honorary Observer spots at the 2011 or 2012 Tournament or other item(s), in TOUR's sole discretion) to a certain number of charities (e.g., top two or three) who sell the most tickets during the Term and/or certain periods of the Term, with determination of the winner(s) based solely on TOUR's books and records (the "**Incentive Program**"). To be and remain eligible to participate in the Incentive Program, Charity must submit reports to TOUR on each of the dates specified in Section 2.3, even if there are no ticket sales during the applicable period. TOUR will notify Charity of the prize(s) prior to the first reporting deadline of October 31, 2010; provided, however, TOUR, in its sole discretion, may substitute any prize so identified with an alternate prize of equal or greater value. Charity acknowledges and agrees that (a) all federal, state and/or local income and other taxes, if any, on the complete value of the prize will be the winning charity's sole responsibility, (b) the winning Charity may be required to sign and return an affidavit of eligibility, release of liability and/or publicity release (where legal) within ten (10) days of notification of winning or the prize may be forfeited and an alternate winner may be selected, and (c) number of prizes awarded shall not exceed the total number of participating charities in the Program.

2.6 Reservation of Right to Restructure Program. Notwithstanding the foregoing, TOUR reserves the right to restructure the Program such that tickets are sold to consumers online, rather than directly by the charities participating in the Program, with consumers specifying a unique code to indicate to which charity the consumer wants TOUR to contribute eighty percent (80%) of the revenue from the ticket purchase under the Program (with the other twenty percent (20%) being directed to LAJCC). If TOUR so restructures the Program, TOUR will cause the total contribution to participating charities under the Program to be distributed within forty-five (45) days of conclusion of the Tournament. If Charity desires to continue participating in the Program following TOUR's restructure as described in this Section 2.6, Charity will execute an Amendment to this Agreement provided by TOUR detailing the new procedures as restructured. Alternatively, TOUR may provide notice of termination of this Agreement as contemplated in Section 1.

3. MARKS. Subject to approval of the title sponsor of the Tournament (i.e., Northern Trust), Charity shall be granted the right to use the name of the Tournament (i.e., Northern Trust Open) and the name of the Program (i.e., TICKETS For CHARITY™) solely in conjunction with its efforts to generate ticket sales to the Tournament pursuant to this Agreement. Charity's use of the Tournament and Program names shall be strictly limited to promotion of the availability and the sale of tickets and shall at all times be subject to the prior written approval of TOUR in each instance. In all communications with consumers by Charity related to the Program, Charity shall ensure that consumers are notified that such ticket sales are not tax deductible as a charitable contribution for the consumer. Charity shall not imply or infer an affiliation or association with TOUR, the Tournament or the Program other than as a charitable recipient of the Program at the Tournament. TOUR shall provide Charity with a limited amount of marketing and promotional material and content (the "**Toolkit**") for Charity's use in connection with the Program. Charity shall not use any other marketing or

promotional material or content that utilizes the Tournament logo (or the TICKETS For CHARITY logo), including on any website, without TOUR's prior written approval in each instance. Neither shall Charity disassemble, parcel or separate the material within the Toolkit (e.g., copy/cut/repurpose logos or photos). Upon request by TOUR upon termination or expiration of the Term, Charity shall return to TOUR and/or certify the destruction of the Toolkit.

4. REPRESENTATIONS AND WARRANTIES. Charity is and shall remain throughout the Term of this Agreement a United States 501(c)(3) entity, duly formed, validly existing and in good standing under the laws of the state in which it is organized, and is qualified to do business in all jurisdictions in which the nature of its business or assets would so require. Charity, including the individual signing below on behalf of Charity, has full power and authority to enter into and perform this Agreement, including payment to LAJCC as contemplated in Section 2.3. The execution and delivery of this Agreement by Charity and the consummation of the transactions contemplated hereby have been duly and validly authorized. This Agreement constitutes a legal, valid and binding agreement of Charity and is enforceable against Charity in accordance with its terms. Charity agrees that it and any employees, agents or contractors it may employ or utilize shall comply with all applicable laws, statutes, ordinances, rules and regulations of any governmental authority and with any rules or regulations promulgated by TOUR in connection with the Program.

5. INDEMNIFICATION. Charity covenants and agrees to indemnify and hold TOUR and its respective officers, directors, employees, affiliated entities, and sponsors (and their respective officers, directors and employees) (collectively, the "**TOUR Indemnities**") harmless from and against any and all losses, claims, damages, expenses, judgments, awards, petitions, demands or liabilities (including without limitation reasonable counsel fees whether incurred in preparation for trial, at trial, on appeal or in bankruptcy proceedings), joint or several, to which any of TOUR Indemnities may become subject (collectively, "**Claims**") arising out of or in connection with (a) Charity's breach of its obligations under this Agreement, (b) the negligence or willful misconduct by Charity or its officers, directors, employees, contractors or agents in connection with the performance of Charity's obligations under this Agreement, except to the extent that any such Claim arises from the negligence or willful misconduct of TOUR, and/or (c) any aspect of the development, implementation, promotion, and operation of a sweepstakes, raffle or contest related to this Agreement or the Program, including without limitation, any claim asserted by any governmental or regulatory entity related thereto. TOUR will notify Charity promptly upon receipt of notice of any such Claim, and Charity will assume responsibility for the defense thereof on behalf of the appropriate TOUR Indemnitee at Charity's sole cost and expense. This indemnity shall survive termination or expiration of this Agreement.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date and year first above written

PGA TOUR, INC.

CHARITY

By: _____

By: _____

Leonard D. Brown Jr.

Print Name: _____

Senior Vice President & General Counsel

Print Title: _____

(<https://buytfc.com/Tour/TFC/tfc.nsf/frmTFCLegal?openform&year=2010&tcode=R&permno=007>)

FROM: ANDREA SEXTON [ASEXTON@MYMCHARTERLAW.COM]
SENT: THURSDAY, AUGUST 12, 2010 11:20 AM
TO: MICHAEL A. SMITH
SUBJECT: RE: NORTHERN TRUST OPEN CHARITY PARTICIPATION AGREEMENT

DEAR MICHAEL,

JIM YOUNG ASKED THAT I REVIEW THE PROPOSED "TICKETS FORE CHARITY" PARTICIPATION AGREEMENT. MY ASSESSMENT IS THAT THE AGREEMENT IS FAIRLY DRAFTED AND DOES NOT EXPOSE THE SCHOOL TO UNNECESSARY LIABILITY, SHOULD IT CHOOSE TO PARTICIPATE. MOST IMPORTANTLY, PARTICIPATION WILL NOT NEGATIVELY IMPACT THE SCHOOL'S TAX EXEMPT STATUS. SPECIFICALLY:

(1) THERE DOES NOT APPEAR TO BE THE POTENTIAL FOR UNRELATED BUSINESS INCOME TAX (UBIT) ON MONEY GENERATED FROM TICKET SALES. THIS IS DUE TO THE FACT THAT, ALTHOUGH THE PRODUCTS BEING SOLD ARE NOT DIRECTLY RELATED TO THE CHARITABLE AND EDUCATIONAL FUNCTIONS CONSTITUTING THE BASIS FOR THE SCHOOL'S EXEMPT PURPOSE, THE ACTIVITY IS NOT ONE THAT IS "REGULARLY CARRIED ON" BY THE SCHOOL.

(2) THERE ARE NO COSTS TO THE SCHOOL TO PARTICIPATE, AND NO MINIMUM TICKET SALE REQUIREMENTS TO PARTICIPATE.

(3) THE SCHOOL GETS TO KEEP 80% OF THE TICKET SALE PROCEEDS.

(4) THERE ARE POTENTIAL ADDITIONAL FINANCIAL INCENTIVES FOR TOP TICKET SELLERS.

(5) THE SCHOOL MAY TERMINATE THE AGREEMENT AND END ITS PARTICIPATION UPON 15 DAY PRIOR WRITTEN NOTICE WITHOUT INCURRING ANY PENALTIES OR FEES.

(6) THE PGA TOUR, INC. IS ITSELF A NONPROFIT, TAX EXEMPT ENTITY (501(C)(6)) THAT IS NOT ORGANIZED FOR PRIVATE BENEFIT, AND THE "TICKETS FORE CHARITY" PROGRAM APPEARS TO BE BROADLY PARTICIPATED IN BY 501(C)(3) ORGANIZATIONS ALL ACROSS CALIFORNIA AND THE U.S.

THE SCHOOL WILL NEED TO WEIGH THE BENEFITS AGAINST THE POTENTIALLY BURDENSOME REPORTING REQUIREMENTS (REGARDING TICKET SALES), MARKETING OBLIGATIONS, AND OTHER ADMINISTRATIVE REQUIREMENTS OF PARTICIPATION AS OUTLINED IN THE AGREEMENT.

PLEASE LET ME KNOW IF YOU WOULD LIKE ME TO PREPARE A MORE FORMAL LEGAL OPINION ON THIS ISSUE PRIOR TO THE SCHOOL'S BOARD MEETING OF TUESDAY, AUGUST 17TH, OR IF YOU HAVE ANY ADDITIONAL QUESTIONS.

ALSO, FOR FUTURE EMAIL CORRESPONDENCE, DO YOU PREFER THAT I COPY YOUR LEGAL ASSISTANT MS. GEE ON ALL EMAILS?

THANK YOU,
ANDREA

ANDREA C. SEXTON, ESQ.
MIDDLETON, YOUNG & MINNEY, LLP
701 UNIVERSITY AVENUE, SUITE 150
SACRAMENTO, CA 95825
TEL: (916) 646-1400
FAX: (916) 646-1300
WWW.MYMCHARTERLAW.COM

SofterWare™

Chad Koenig • 800-220-8115 • FAX 215-648-4402 • ckoenig@softerware.com

To: Kevin Olson
Palisades Charter High
School

From: Chad Koenig

Fax:

Phone: (310)230-6623 5144

Date: Aug-06-2010

Re: Proposal

Thank you for your interest in DonorPerfect Online. Enclosed please find your DonorPerfect Online Proposal.

To begin the purchase process, please:

- Fax a signed copy of the proposal to me along with your completed Screen Layout Checklist.
- Select (X) one of two payment methods and mail payment made payable to SofterWare, Inc., to the address below.

() **1) Special Pre-Payment Offer** - Paying for one year of service and all related costs entitles you to a 13th month FREE. You may make an initial deposit of **\$722** to initiate the order, and pay the balance prior to activation, or you may make the total payment in the amount of **\$3,219.00** now.

- () Prepay 1 Year of Service and receive 1 FREE month
- () Prepay 2 Years of Service to lock in your rate and receive 2 FREE months
- () Prepay 3 Years of Service to lock in your rate and receive 3 FREE months

Or

() **2) Electronic Funds Transfer (EFT)** - Submit an initial deposit in the amount of **\$722** along with a completed EFT Authorization to initiate the order. Then, enjoy the convenience of monthly EFT payments whereby monthly subscription fees are automatically debited from a checking account on the 10th of each month.

- Call to schedule the necessary appointments to cover the design of your system.
- The standard turn around time is 2 weeks from the screen layout appointment to activation. If your system includes a data transfer, the time is 4 to 8 weeks from the time we receive your data for conversion until we activate your system.

Thank you and please don't hesitate to contact me with any questions that you may have.

Proposal For:
Palisades Charter High School Kevin Olson 15777 Bowdoin Street Pacific Palisades, CA 90272
Phone: (310)230-6623
Fax:
Email: kolson@palihigh.org

Shipping Address:
Palisades Charter High School Kevin Olson 15777 Bowdoin Street Pacific Palisades, CA 90272
Phone: (310)230-6623
Fax:
Email: kolson@palihigh.org

Quote #
AAAQ25143
Date
08/06/10
Lead #
109844

Description	Qty	Unit Price	Ext. Price
---DonorPerfect Online Essentials---	1	\$119.00	\$119.00
Includes:	0		
Up to 5000 records			
One Concurrent/Simultaneous user license. Unlimited Named User Logins(IDs) and Passwords			
Customization of initial databases and screen layouts, and installation support via telephone.			
Flexible Constituent Relationship Management Donors, Members, Board Members, Prospects, Special Event Management, Volunteer Management, All Upgrades and Enhancements.			
Targeted Fundraising Efforts Direct Mail, Major Donor Development, Grants, Special Events, Capital Campaigns, Annual Giving, Telethons, Endowments, Planned Giving, and more.			
Comprehensive Donation Processing Gifts, Pledges, Soft credits, Split gifts, Tributes, Matching Gifts, Gifts-in-Kind, Memberships.			
Powerful Reporting & Analysis Campaign Effectiveness, Donation Summaries and Analyses, Executive Reporting, and more.			
Import Utility and Export Utility			
Additional Concurrent Users	1	\$49.00	\$49.00
Insta-Charge Integrated Credit Card Processing - Included (Credit Card Merchant Fees Apply)	1		
EZ-EFT Recurring Gift System - Included	1		

Description	Qty	Unit Price	Ext. Price
(Credit Card Merchant Fees Apply)			
Constant Contact Integration	1		
Accounting Interface - Included Interface to QuickBooks Pro, Premier, Nonprofit, and Enterprise, Peachtree, Great Plains, MIP, Cougar Mountain and other nonprofit accounting systems.	1		
Custom Report Designer - Included	1		
SmartActions Business Rules - Included	1		
Hosted File Storage (Up to 100 MB) - Included	1		
Email Gift Receipting - Included	1		
Full Support - (\$44 plus \$15 per additional user) Unlimited access to phone support for all users, all new version and updates, Clients-Only Website (Online articles, Tutorials, How-To Videos, & User forums).	1	\$59.00	\$59.00
Monthly Service Fee Subtotal OR Annual Service Fee			\$227.00 \$2,724.00
System Setup	1	\$495.00	\$495.00
Data Transfer from Current System (Quotation Provided Upon Receiving Data)	1	\$0.00	\$0.00
Initial Set-up and Up Front Fee Subtotal			\$495.00

Terms	Ship Via
50%Dep,50%COD	No Shipping

Subtotal	\$3,219.00
Sales Tax	\$0.00
Shipping	\$0.00
Total	\$3,219.00

*Quoted prices are valid for 30 days. Software is sold under the terms of the DonorPerfect Online Service Agreement. Prices F.O.B. Horsham, PA and applicable taxes, if not included are extra. All sales are final.

*If not included above, data transfers can be provided at an additional cost.

*Standard Payment Terms require a deposit totaling the 1st months service cost, initial set-up fee, training, and optional subscription services, but excluding any applicable Data Transfer costs. Upon completion of any applicable data transfers and prior to activation, payment is due in accordance with one of the below two options.

Please select (X) a payment method:

() 1) Special Pre-Payment Offer - The payment of the balance of a one year contract and all related costs upon activation entitles you to a 13th month FREE.


() 2) Electronic Funds Transfer - The payment of the balance of initial costs, plus the convenience of monthly EFT payments whereby monthly subscription fees are automatically debited from a checking account. This option requires the completion of the EFT Authorization Form, which follows.

Please note that checks should be made payable to SofterWare, Inc.

DonorPerfect reserves the right to discontinue service at any time if payment is not received on time.

All data belongs to you and you have the right to receive all of your data, in comma-delimited files, should service be discontinued.

Accepted By:



Customer Signature

8/9/10

Date

Kindly indicate a service payment method above.

DonorPerfect Screen Layout Checklist

SofterWare Inc. will customize your screens prior to installation so you can track exactly what you want, the way you want it. To begin the setup process, please fill out the following checklist and send it to us with your order. We will contact you to schedule your screen appointment once your order is received.

1. How would you like the name of your organization to appear in DonorPerfect?

2. Do you use a Fiscal Year or Calendar Year?

Calendar Fiscal (if you use Fiscal, your starting month is = 7/1 - 6/30)

Please circle Yes or No:

3. Yes / No - Will you track Educational or Alumni information?
4. Yes / No - Will you track Student or Child information?
5. Yes / No - Will you have a Membership Enrollment program?
6. Yes / No - Will you have Grant Management/Tracking requirements?
7. Yes / No - Will you have a Planned Giving Program, Estate Planning, etc.?
8. Yes / No - Will you track Volunteer Interests, Hours Worked and/or Assignments?
9. Yes / No - Will you track Board and Committee Member information?
10. Yes / No - Will you track Animal/Pet information?
11. Yes / No - Will you track Political information?
12. Yes / No - Will you track Religious information and/or Affiliation?
13. Yes / No - Will you have a "in memory of" or "in honor of" requirement for gift processing?
14. Yes / No - Will you track Special Events?
15. Yes / No - Do you currently track any unique information or fields that you would like to discuss?

PALISADES CHARTER HIGH SCHOOL

15777 Bowdoin Street
 Pacific Palisades, CA 90272
 Phone (310) 230-6623 Fax (310)454-6348

FUND RAISE P.O.

No. 000025

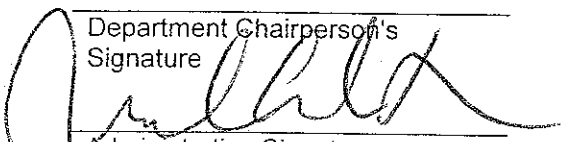
DATE: 8/10/10

VENDOR: SofterWare Inc.
 Street Address: 132 Webb Road suite 140
 City, State, Zip: Harsham PA 19044
 CONTACT Rep: Chad Koenig
 PHONE: 800-220-215
 FAX NUMBER: 215-648-4402

BILL & SHIP TO: PALISADES CHARTER H.S.

REQUESTED BY: Mike Smith
 PHONE: 310-230-6623 EXT _____
 DELIVER BLDG/RM: _____
 BUDGET YEAR: 10-11
 IMA TEXTBOOK (CIRCLE ONE) OTHER Pali Fund (DESCRIBE)

LINE	QTY	UNIT	STOCK NUMBER	DESCRIPTION-Item in detail, Brand name, Model No. ISBN #, Etc	UNIT COST	TOTAL COST
01	12	Months		Donor Perfect	227.00	2,724
02						
03				13 th Month Free		
04						
05				Setup		495.00
06						
07						
08						
09						
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17						
18						
19						

Department Chairperson's
 Signature 
 Administrative Signature

Do Not Mark For Internal Use Only
 Reimbursement: Yes No
 Object: School/loc:
 Paid date: Ck No.:
 Total Paid:

Sub Total	
Delivery Charge	
Sales or Use Tax	
Total	3,219 ✓



A CALIFORNIA DISTINGUISHED SCHOOL

Mrs. Marcia Haskin
Principal
1(310) 230-6630 mhaskin@palihigh.org

August 13, 2010

Dear Pali Faculty,

Although I know you dread this "Welcome Back Letter", I do hope that you are still enjoying a wonderful, restful summer break with family and friends!

Welcome back to the 2010-2011 school year at Palisades Charter High School. I am ecstatic to be returning to Pali as the Interim Principal for my second consecutive year. (Imagine the continuity!!)

Working closely with me this year is Interim Executive Director Michael Smith who hit the ground running July 1 and has been working tirelessly all summer to acclimate himself to Pali and to tackle the myriad issues that are part of the opening of a school year.

We will be working closely beginning in the Fall semester with our team from the UCLA School of Management as they help to facilitate our selection of a leadership structure as well as permanent leaders for the following school year.

I am looking forward to deepening what I began last year and to inculcate those systems that I hope to institutionalize upon my departure from Pali in June.

New additions to the Pali faculty this year also include two math teachers, a counselor, a Temescal teacher, a Drama teacher and a P.E. teacher.

We have planned a "New Teacher Orientation Day" on Wednesday, September 8, 2010 to assist our new faculty members with their acclimation to Pali.

Several of my goals for Pali this year include but are not limited to the following:

- A. Overseeing an increase in Professional Learning Communities across all disciplines
- B. Increased use of student data to inform instruction
- C. Personalization of a Student Assistance Program to reach struggling students.
- D. Development of a Seminar/Class for Salary Point Credit for teachers interested in pursuing Administrative Positions at Pali.
- E. Increasing ADA to 97 per cent
- F. Increased continuity and consistency in the implementation of school systems/programs by all teachers
- G. Increased training of teachers in Council; increased use of classroom Councils.

We will kick off the year with a Pupil-Free Day on Friday, September 10, 2010. You will receive a full agenda prior to the meeting.

The meeting will commence at 8:00 a.m. with Sign-In in the Main Office. Breakfast will be provided starting at 7:15 a.m. The agenda will end at 11:00 a.m., leaving the rest of the day for room preparation.

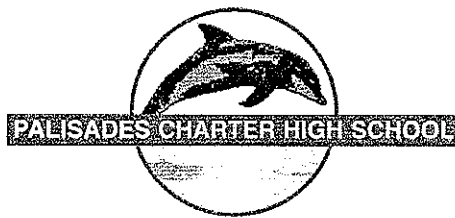
I realize that we ended the last school year with a mix of feelings related to budget issues, cuts and personnel concerns.

I encourage all of you to return this September with the positive attitude that I have always espoused about the Pali community. This will surely be a pivotal year for all of us as we reach toward permanence and establishing an infrastructure that will support our own collegiality and that of our leaders, both present and future.

Always,

Marcia

Marcia



A CALIFORNIA DISTINGUISHED SCHOOL

Human Resources Report August 17, 2010

- Health Benefits
 - Open Enrollment complete (10/1/2010 effective date)
 - Open Enrollment for Flexible Spending Accounts (Health and Dependent Care) November
- Recruitment Update – New Hires
 - Temescal Teacher – Richard Maxwell
 - Math Teacher – Dana Liss
 - Math Teacher – Alana Hoey
 - Drama Teacher – Amanda Porter
 - PE Teacher – Tony Di Poalo
 - Counselor – Elva Monreal

Agenda Information Sheet for the Board Meeting (8-17-2010)

Date: August 17, 2010

Topic: Restrictions on the use of financial derivatives, interest rate swaps, currency trading, etc.

Presenter: Susan Frank

Recommendation: That the Board approve a motion to limit the use of risky financial instruments, such as financial derivatives, interest rate swaps, currency trading, etc. This motion states that these financial instructions can only be used with a vote by the Board authorizing a specific transaction. I also recommend that the substance of the Board's action be included in the Governance Policies.

Costs: None

Background: One of the documents necessary to complete the pool loan with Bank of the West was a Certified Corporate Action to Borrow. This document was prepared by Bank of the West lawyers and PCHS's law firm, Stradling Yocca Carlson & Rauth. While the Board approved the use of an initial interest rate swap to lock in the pool loan interest rate, the document gives the Chief Business Officer ongoing authority to trade in aggressive financial instruments, such as foreign currencies, derivatives, interest rate swaps, caps, floors, collars, swaptions, and forwards. When the issue was noticed, Michael A. Smith, Greg Wood and Susan Frank called our attorney, wanting to delete the portion authorizing the Chief Business Officer to trade in these types of financial instruments. We were told that with the pool loan pending, it was too late to make changes to the Certified Corporate Action to Borrow. It was felt that a Board resolution would rectify the situation.