

Cyber High

Cost Breakdown for Courses

(Note: Effective: November 1, 2008 -- prices are subject to change at any time.)

<i>No. of Courses</i>	<i>Price per Course</i>
1-400	\$80.00
401-800	\$70.00
801+	\$60.00

CVHS 50 \$3,500
CPHS 75 \$5,250
CHS 75 \$5,250
MDHS 75 \$5,250
NHS 50 \$3,500
YVHS 75 \$5,250
Att. Ed 200 \$14,000

Each course consists of 5 exams. e.g. 400 courses X 5 exams = 2,000 exams

600 \$42,000

Purchasing Information

Purchase orders are to be made out to: FCOE/California PASS Program

On your purchase order, clearly indicate:

1. Number of courses, cost per course, and total cost of courses
2. The school, schools or district to which the courses are to be credited.
3. **"Attention: Ken Campbell"**

Mailing address for purchase orders:

*FCOE/California PASS Program
2840 E. Floradora Ave.
Fresno, CA 93703-3906*

Purchase orders may be faxed to: (559) 264-8326

Note: Checks issued by the school or district are also accepted.

Personal checks, credit cards, money orders, cashier's checks, or cash are not accepted!

If you have questions, please contact: **Ken Campbell**
'cyberhigh@verizon.net'
(559) 834-3458 Office
Kenjo Marketing

Note: It is important that you read the attached "Access License and Warranty." Downloading the Cyber High browser indicates agreement with the conditions contained therein.

ACCESS LICENSE AND WARRANTY TO CYBER HIGH

Read this agreement carefully *before* downloading the Cyber High Browser. Downloading the Cyber High Browser indicates that you are an agent of your School/District, and as agent, the School/District agrees to abide by the conditions stated herein. If you have questions about this agreement, do not download the Cyber High Browser; contact Russ Chinn at 'rchinn@fcoe.org'.

Cyber High User Agreement

This agreement governs the access license held by your School/District (hereinafter "USER") to the Cyber High On-Line Curriculum (hereinafter "Cyber High") developed, copyrighted, owned, and maintained by the Fresno County Superintendent of Schools doing business as the Fresno County Office of Education and the California PASS Program (hereinafter "FCOE/California PASS Program"), and marketed through KENJO Marketing (hereinafter "KENJO"), an independent contractor.

1. By USER installing the Cyber High Browser, USER indicates that USER has read, understood, and accepts the terms and conditions of this agreement.
2. USER has purchased access to one or more Cyber High courses in a separately executed agreement between USER and FCOE/California PASS Program. FCOE/California PASS Program grants USER limited, non-exclusive, non-commercial, non-transferrable use of Cyber High. Cyber High reserves all rights not expressly granted to USER; ownership of Cyber High, and its associated proprietary rights, is retained by the FCOE/California PASS Program.
3. USER agrees that FCOE/California PASS Program and KENJO have no liability or obligation for any damages, delays, or failures to perform their obligations under this Agreement as a result of any causes or conditions beyond their reasonable control.
4. USER agrees not to copy, sell, lease, rent, distribute, or transfer the Cyber High program to others; create a derivative work of the Cyber High program; or to reveal benchmark tests. USER agrees not to attempt to or assist another person to circumvent, reverse engineer, decompile, disassemble, tamper with, or otherwise test the vulnerability of the Cyber High network or any network connected to the Cyber High network.
5. USER understands that the FCOE/California PASS Program will use reasonable efforts to protect the privacy and integrity of the Cyber High resources.
6. USER agrees not to allow any student, individual, or other end user to attempt any of the Unit Tests included in the Cyber High Browser without a review of unit work by authorized credentialed personnel to determine end user's readiness for the test. Additionally, all Unit Tests must be conducted in the presence of authorized, credentialed personnel, and the identity of the individual undergoing the testing has been authenticated by USER.
7. **DISCLAIMER/WARRANTY.** FCOE/CALIFORNIA PASS PROGRAM AND KENJO DISCLAIM ANY WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO ANY SERVICE OR SUPPORT UNDER THIS LICENSE OR THE SYSTEM OR ANY OF ITS PARTS, AND EXPRESSLY DISCLAIM ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FCOE/CALIFORNIA PASS PROGRAM AND KENJO EXPRESSLY DO NOT WARRANT THAT ANY SOFTWARE OR THE SYSTEM SUBJECT TO THIS LICENSE OR ANY OF ITS PARTS WILL BE ERROR FREE, UNINTERRUPTED, AND FREE OF VIRUSES OR OTHER UNEXPECTED OR HARMFUL COMPONENTS.
8. **SYSTEM PROVIDED "AS IS".** FCOE/CALIFORNIA PASS PROGRAM AND KENJO HEREBY NOTIFY USER AND USER EXPRESSLY ACKNOWLEDGES THAT THE SYSTEM IS PROVIDED TO USER "AS IS." FCOE/CALIFORNIA PASS PROGRAM AND KENJO WILL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. THESE LIMITATIONS APPLY TO ALL CAUSES OF ACTION IN THE AGGREGATE, TO INCLUDE, BUT NOT BE LIMITED TO, WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION, AND ALL OTHER TORTS.
9. FCOE/CALIFORNIA PASS PROGRAM AND KENJO ARE NOT RESPONSIBLE FOR THE CONFIDENTIALITY OF DATA OR ANY UNAUTHORIZED ACCESS TO USER'S DATA.
10. In no event will the Fresno County Superintendent of Schools, FCOE/California PASS Program, the Fresno County Board of Education, KENJO, and their directors, officers, agents, or contractors be liable for any indirect, consequential, special incidental, or punitive damages arising from USER's access to and use of Cyber High.
11. This License may be amended only by written agreement of both parties.
12. Any unauthorized modifications made to Cyber High by USER shall immediately terminate any warranties given to USER and will terminate the License as well. Any and all costs for corrections that FCOE/California PASS Program must make to Cyber High by virtue of USER's unauthorized modification shall be billed to, and paid for, by USER.
13. This License contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior oral and written agreements of the parties with respect to the subject matter.
14. Neither party may assign its interest in this License without the express, written consent of the other.
15. The laws of the State of California shall govern the rights and obligations of the parties under this License. If any part of this License is found to be invalid or unenforceable, such invalidity shall not affect the full force and effect of the remainder of the License. The venue for any claim being brought for breach of this Agreement shall be in Fresno County or as appropriate in the U.S. District Court for the Eastern District of California, Fresno Division.
16. USER's rights to use the Cyber High program and the rights under this agreement will terminate, if USER fails to comply with any term(s) listed herein.
17. USER acknowledges that he has read, understands, and agrees to be bound to all terms and conditions of this License upon installation of the Cyber High Browser.

If you have questions about this agreement, do not download the Cyber High Browser; contact Russ Chinn at 'rchinn@fcoe.org'.

Maintain a copy of this Agreement for your records.

Cyber High Contact Information and License Agreement

- ✓ *In order to expedite the setting up of your school to use Cyber High, please provide the information requested when submitting your initial purchase order.*
- ✓ *Read the "Access License and Warranty to Cyber High" on page 2. Downloading the browser indicates agreement with the conditions contained therein.*
- ✓ *Fax this form with your purchase order to (559) 264-8326.*

District or COE's Name & Mailing Address:

(District/COE Name): Mt. Diablo Unified School District
(Mailing Address): 1936 Carlotta Drive
(City/State/Zip): Concord, CA 94519

New Participating School #1:

(School Name): Clayton Valley High School
(Mailing Address): 1101 Alberta Way
(City/State/Zip): Concord, CA 94521
(Phone Number): (925) 682-7474

New Participating School #2:

(School Name): College Park High School
(Mailing Address): 201 Viking Drive
(City/State/Zip): Pleasant Hill, CA 94523
(Phone Number): (925) 682-7670

School #1 "Cyber High Administrator":*

(Name): Sue Brothers, Principal
(E-mail Address): brotherss@mdusd.org

School #2 "Cyber High Administrator":*

(Name): Paul Gengler, Principal
(E-mail Address): genglerp@mdusd.org

**Note: This person will add certificated staff to facilitate Cyber High. Leave this blank if the District Level Coordinator option is chosen below.*

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**Note: If your district prefers to have one District Level Coordinator add certificated staff for school site(s), please provide the contact information for this person.*

Cyber High District Coordinator (if applicable):

(Name): _____
(E-mail Address): _____

If you are adding more than two schools, provide the information (as requested above) for schools #3, #4, #5, etc. on a separate sheet and submit it with this form.

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District or COE's Name & Mailing Address:

(District/COE Name): Mt. Diablo Unified School District
(Mailing Address): 1936 Carlotta Drive
(City/State/Zip): Concord, CA 94519

New Participating School #1:

(School Name): Concord High School
(Mailing Address): 4200 Concord Blvd.
(City/State/Zip): Concord, CA 94521
(Phone Number): (925) 687-2030

New Participating School #2:

(School Name): Mt. Diablo High School
(Mailing Address): 2450 Grant Street
(City/State/Zip): Concord, CA 94520
(Phone Number): (925) 682-4030

School #1 "Cyber High Administrator":*

(Name): Gary McAdam, Principal
(E-mail Address): mcadamg@mdusd.org

School #2 "Cyber High Administrator" :*

(Name): Kate McClatchy, Principal
(E-mail Address): mcclatchyk@mdusd.org

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District or COE's Name & Mailing Address:

(District/COE Name): Mt. Diablo Unified School District
(Mailing Address): 1936 Carlotta Drive
(City/State/Zip): Concord, CA 94519

New Participating School #1:

(School Name): Northgate High School
(Mailing Address): 425 Castle Rock Road
(City/State/Zip): Walnut Creek, CA 94598
(Phone Number): (925) 938-0900

New Participating School #2:

(School Name): Ygnacio Valley High School
(Mailing Address): 755 Oak Grove Road
(City/State/Zip): Concord, CA 94518
(Phone Number): (925) 685-8414

School #1 "Cyber High Administrator":*

(Name): John McMorris, Principal
(E-mail Address): mcmorrisj@mdusd.org

School #2 "Cyber High Administrator" :*

(Name): Bill Morones, Principal
(E-mail Address): moronesb@mdusd.org

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District or COE's Name & Mailing Address:

(District/COE Name): Mt. Diablo Unified School District

(Mailing Address): 1936 Carlotta Drive

(City/State/Zip): Concord, CA 94519

New Participating School #1:

(School Name): Alternative Education (CHS)

(Mailing Address): 4200 Concord Blvd.

(City/State/Zip): Concord, CA 94521

(Phone Number): (925) 687-0991

New Participating School #2:

(School Name): _____

(Mailing Address): _____

(City/State/Zip): _____

(Phone Number): _____

School #1 "Cyber High Administrator":*

(Name): Brook Penca, Administrator

(E-mail Address): pencab@mdusd.org

School #2 "Cyber High Administrator" :*

(Name): _____

(E-mail Address): _____

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