



SANTA CRUZ
COUNTY OFFICE OF
EDUCATION
DR. FARIS SABBABH • SUPERINTENDENT OF SCHOOLS

Santa Cruz County Board of Education • 400 Encinal Street, Santa Cruz, CA 95060 • Tel (831) 466-5900 • www.santacruzcoe.org
Ms. Jane Royer Barr • Ms. Rose Filicetti • Ms. Sandra Nichols • Ms. Sue Roth • Mr. Dana Sales
Mr. Abel Sanchez • Mr. Bruce Van Allen

Santa Cruz County Board of Education
Regular Board Meeting
Thursday November 21, 2019
4:00 p.m.
Board Room

AGENDA

1. CALL TO ORDER, ROLL CALL AND ESTABLISHMENT OF QUORUM

Dana Sales (President), Jane Royer Barr, Rose Filicetti, Sandra Nichols, Sue Roth, Abel Sanchez,
Bruce Van Allen
Faris Sabbah, Secretary

2. PLEDGE OF ALLEGIANCE

Superintendent Sabbah (Secretary) will lead the Pledge of Allegiance.

3. APPROVAL OF AGENDA

Agenda deletions and/or changes of sequence will be approved or the agenda will be approved as submitted.

4. PUBLIC COMMENT

This is an opportunity for the public to address the Board regarding items not on the agenda. The Board President will recognize any member of the audience not previously placed on the agenda who wishes to speak on a matter directly related to school business. Each speaker, on any specific topic, may speak up **three (3) minutes** unless otherwise limited or extended by the President. The President may allot time to those wishing to speak but no action will be taken on matters presented (EDC § 35145.5). If appropriate, the President, or any Member of the Board, may direct that a matter be referred to the Superintendent's Office for placement on a future agenda. Please refer to item, Please Note, on the last item of this agenda.

5. CONSENT AGENDA

All items appearing on the consent agenda are recommended actions which are considered to be routine in nature and will be acted upon as one motion. Specific items may be removed for separate consideration. Item(s) removed will be considered immediately following the consent agenda motion as Deferred Consent Items.

- 5.0.1 Minutes of the Regular Board Meeting of October 17, 2019
- 5.0.2 Minutes of the Board Policy Workshop October 17, 23, and 24, 2019
- 5.0.3 Routine Budget Revisions
- 5.0.4 Donations
- 5.0.5 Treasurer's Quarterly Report

5.1. DEFERRED CONSENT ITEMS (if required)

This item is placed on the agenda to address any items that might be pulled from Agenda Item 5.0 for further discussion/consideration if so determined.

6. CORRESPONDENCE

Official correspondence received by the Board is included herein.

7. REPORTS, DISCUSSIONS, AND PRESENTATIONS

7.1 UNIVERSITY OF CALIFORNIA, SANTA CRUZ (UCSC)

Newly inaugurated Chancellor of UCSC, Cynthia Larive, will give a presentation on her vision for education in Santa Cruz County and will discuss the ways in which UCSC could partner with the local K-12 system.

Presenter: Cynthia Larive, Chancellor, UCSC

7.2 GOLDEN QUILL AWARD PRESENTATION

The Santa Cruz County Board of Education nominated local Santa Cruz Sentinel Reporter, Nicholas Ibarra, for the CSBA Golden Quill Award, which recognizes the specific efforts of journalists for their fair, insightful, and accurate reporting on local education news. He has been selected as one of twenty five recipients to win this award in California this year. The Superintendent of Schools will present this award to Mr. Ibarra.

Presenter: Dr. Faris Sabbah, Superintendent of Schools

7.3 DATA REPORT ON NEW CAASPP INFORMATION

The Board will receive a report on the countywide results of the California Assessment of Student Performance and Progress (CAASPP).

Presenters: Debi Bodenheimer, Associate Superintendent, Educational Services
Jason Borgen, Chief Technology Officer

7.4 ANNUAL REPORT: Williams Legislation, Status of Decile 1-3 Schools - Pajaro Valley Unified School District and Santa Cruz City School District

Education Code § 1240(2)(B) requires, pursuant to the Williams Settlement Legislation, that the County Superintendent of Schools report the findings of the visits and reviews of schools within the county designated as decile 1-3 schools.

Presenter: Thomas Tatum, Santa Cruz COE Williams Coordinator

8. PUBLIC HEARINGS, NEW BUSINESS, AND ACTION ITEMS

8.1 Approve the School Plan for Student Achievement (SPSA) for the Alternative Education Community Schools

California Education Code § 64001(i) requires that the [School Plan for Student Achievement] shall be reviewed and approved by the governing board or body of the local educational agency at a regularly scheduled meeting whenever there are material changes that affect the academic program for pupils covered by programs identified in this part.

Presenter: Jennifer Izant-Gonzalez, Project Director, Alternative Education

8.2 Approve the School Plan for Student Achievement (SPSA) for the Alternative Education Court Schools

California Education Code § 64001(i) requires that the [School Plan for Student Achievement] shall be reviewed and approved by the governing board or body of the local educational agency at a regularly scheduled meeting whenever there are material changes that affect the academic program for pupils covered by programs identified in this part.

Presenter: Jennifer Izant-Gonzalez, Project Director, Alternative Education

Call for Motion & Vote: Dana Sales (President)

8.3 PUBLIC HEARING re: Petition for Renewal

The County Board of Education shall hold a public hearing to consider the level of support for the Pacific Collegiate Charter School renewal petition by teachers employed by the school district, other employees of the school district, parents, and members of the public. The Petition for Renewal was received by the Santa Cruz County Board of Education on October 17, 2019 and will consider the approval or denial of the petition at the regular December meeting of the Santa Cruz County Board of Education Meeting (See EDC § 47605(b)).

Open, Conduct, and Close the Public Hearing: Dana Sales (President)

8.4 PUBLIC HEARING re: Material Revision

The County Board of Education shall hold a public hearing to consider the level of support for a material revision to Pacific Collegiate Charter School that would add a 6th grade program (or, a 6th grade "Pilot Program") by teachers employed by the school district, other employees of the school district, parents, and members of the public. The Petition for Material Revision was received by the Santa Cruz County Office of Education on October 17, 2019, and will consider the approval or denial of the petition at the regular December meeting of the Santa Cruz County Board of Education Meeting.

Open, Conduct, and Close the Public Hearing: Dana Sales (President)

8.5 MOTION TO CHANGE DATE OF REGULAR DECEMBER 2019 MEETING

The Board will be asked to move the regular December 2019 meeting date of this board from the 19th to the 17th.

Call for Motion & Vote: Dana Sales (President)

9. SUPERINTENDENT'S REPORT

County Superintendent of Schools, Dr. Faris M. Sabbah, will provide an update on activities and matters of interest.

10. TRUSTEE REPORTS (3 minutes each)

Trustees will report on matters, events, and activities as related to Board goals of: Advocating for students, maintaining community relations, and promoting student achievement.

11. AD HOC COMMITTEE REPORTS/ACTIONS (if any)

11.1 Community Outreach and Legislative Committee Update

The committee will update the Board on recent and upcoming legislative policy changes.

12. ADDITIONS, IF ANY, TO FUTURE BOARD AGENDA ITEMS

13. SCHEDULE OF MEETINGS AND COMING EVENTS

Regular Meeting of the Santa Cruz County Board of Education
400 Encinal Street, Santa Cruz, CA 95060
December 19, 2019
4:00 p.m.

Delivering on Our Promise: The Santa Cruz COE's Strategic Plan for Education
Watsonville Civic Plaza, 275 Main St., Watsonville CA 95076
January 21, 2019
5:00 p.m. - 7:00 p.m.

Delivering on Our Promise: The Santa Cruz COE's Strategic Plan for Education
Santa Cruz Museum of Art & History, 705 Front St., Santa Cruz CA 95060
January 28, 2019
5:00 p.m. - 7:00 p.m.

14. ADJOURNMENT

The Board President will adjourn the meeting.

PLEASE NOTE:

Public Participation:

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Backup Documentation:

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SANTA CRUZ
COUNTY OFFICE OF
EDUCATION
DR. FARIS SABBABH • SUPERINTENDENT OF SCHOOLS

SANTA CRUZ COUNTY BOARD OF EDUCATION

AGENDA ITEM

Board Meeting Date: Oct. 17, 2019

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Action

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Information

TO: Dr. Faris Sabbah, County Superintendent of Schools

FROM: Administrative Department

SUBJECT: Regular Board Meeting Minutes of October 17, 2019

BACKGROUND

Consent Agenda items are recommended for approval as actions routine in nature and acted upon as one motion. Specific items may be removed for specific consideration.

SUPERINTENDENT'S RECOMMENDATION FOR BOARD ACTION:

Board approval of October 17, 2019 Minutes.

FUNDING IMPLICATIONS

None.



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Mr. Abel Sanchez • Mr. Bruce Van Allen

Santa Cruz County Board of Education
Regular Board Meeting
Thursday October 17, 2019
4:00 p.m.
Board Room

UNAPPROVED MINUTES

1. CALL TO ORDER, ROLL CALL AND ESTABLISHMENT OF QUORUM

Board Present

Jane Royer Barr
Rose Filicetti
Sandra Nichols
Sue Roth
Abel Sanchez
Bruce Van Allen
Dana Sales (President)
Faris Sabbah (Secretary)

Staff Present

Debi Bodenheimer
Sage Leibenson

Absent

None

2. PLEDGE OF ALLEGIANCE

Superintendent Sabbah led the Pledge of Allegiance.

Santa Cruz County Board of Education

Minutes, Regular Meeting

October 17, 2019

3. APPROVAL OF AGENDA

Agenda deletions and/or changes of sequence will be approved or the agenda will be approved as submitted.

Trustee Filicetti requested Item 7.7 regarding the Board Reimbursement Policy be removed from the agenda until a later time.

It was M.S.C. (Filicetti/Barr) to approve the agenda as amended.

Ayes:	Barr, Filicetti, Nichols, Roth, Sales, Sanchez, Van Allen
Nays:	None
Abstain:	None
Absent:	None

4. PUBLIC COMMENT

Members of the public Marilyn Garrett, Gail Nekunam, Satya Orion, and Joanne Rosella Myers addressed the board regarding the potential health risks associated with wireless technology.

Maria Reitano, Head of Pacific Collegiate School, submitted hard copies of the PCS Charter Renewal Petition, and thanked the Board in advance for their careful review of the document.

Elizabeth Bertrand, Special Projects Director of the Association of Monterey Bay Area Governments, presented the Santa Cruz County Office of Education with the 2019 Energy Watch Champion Award to recognize the Santa Cruz COE's efforts to improve energy efficiency in schools.

5. CONSENT AGENDA

- 5.0.1 Minutes of the Regular Board Meeting of September 19, 2019
- 5.0.2 Routine Budget Revisions
- 5.0.3 Donations

It was M.S.C. (Van Allen/Filicetti) to approve the consent agenda item 5.0.1.

Ayes:	Barr, Filicetti, Nichols, Sales, Sanchez, Van Allen
Nays:	None
Abstain:	Roth
Absent:	None

It was M.S.C. (Van Allen/Filicetti) to approve the consent agenda item 5.0.2 and 5.0.3.

Ayes:	Barr, Filicetti, Nichols, Roth, Sales, Sanchez, Van Allen
Nays:	None
Abstain:	None
Absent:	None

Santa Cruz County Board of Education

Minutes, Regular Meeting

October 17, 2019

5.1. DEFERRED CONSENT ITEMS (if required)

None.

6. CORRESPONDENCE

Correspondence regarding the Pacific Collegiate Charter School expansion proposal was enclosed in the Board Packet. The Board also received confidential correspondence.

7. REPORTS, DISCUSSIONS, AND PRESENTATIONS

7.1 PCS Annual Report and Diversity Plan

As the chartering agency, the County Board of Education requires that Pacific Collegiate Charter School make an annual report on the evaluation of its educational program in accordance with the charter petition and fulfillment of the charter's purpose and goals. Their presentation also included a presentation on the charter's Diversity Plan.

The Board asked a number of clarifying questions.

Presenter: Maria Reitano, Head of School, Pacific Collegiate Charter School

7.2 Santa Cruz County College Commitment (S4C)

Dr. Cristine Chopra, Director of The Santa Cruz County College Commitment (S4C), gave a presentation about the program in light of Santa Cruz County College and Career Week. S4C is a collaborative of educators, administrators, and counselors including ten k-12 school districts, three colleges, and the County Office of Education. The goal of S4C is to increase post-secondary access and attainment for students in Santa Cruz County. S4C facilitates and organizes a variety of countywide programs and activities such as annual elementary and middle school visits to colleges, ongoing teacher professional development for mathematics and counseling, and cross-institutional mathematics articulation efforts.

Trustee Barr and Trustee Filicetti commended Dr. Chopra on her efforts and outcome of the program.

7.3 Court and Community Schools Local Indicators Dashboard Report

Project Director Jennifer Izant Gonzales gave a presentation to the Board about the ways in which Santa Cruz County Court and Community Schools are meeting the requirements for the Dashboard Local Indicators.

The Board asked a number of clarifying questions.

7.4 Career Advancement Charter School (CAC) Local Indicators Dashboard Report

Jenny Russell, Principal Teacher of the CAC, gave a presentation to the Board on the ways in which the CAC is meeting the requirements for the Dashboard Local Indicators.

The Board asked a number of clarifying questions.

Santa Cruz County Board of Education

Minutes, Regular Meeting

October 17, 2019

7.5 Santa Cruz County Cypress Charter High School (SCCCCHS) Local Indicators Dashboard Report

Megan Tresham, Principal of SCCCCHS, gave a presentation to the Board on the ways in which SCCCCHS is meeting the requirements for the Dashboard Local Indicators.

The Board asked a number of clarifying questions.

7.6 Data Initiative

The County Office of Education is embarking on an effort to create a countywide warehouse that would house student data from birth to career. This data will allow the Santa Cruz COE and other providers to improve the delivery of services for students. It would require obtaining consent from parents and data sharing agreements from a variety of partners. In accordance with the Board's request at the August 15, 2019 meeting, the Superintendent Sabbah and Jason Borgen, Chief Technology Officer, presented additional details about the project and projected costs to the Board.

8. PUBLIC HEARINGS, NEW BUSINESS, AND ACTION ITEMS

8.1 Adopt Resolution #19-16: Gann Amendment Appropriations Limit

The Gann Amendment (Proposition 4, 1979) limits the growth in appropriations made by the State of California, school districts, and local governments. All local education areas are required to adopt Gann Appropriations Limits each year by Board Resolution.

It was M.S.C. (Barr/Filicetti) to approve Resolution #19-16.

Ayes:	Barr, Filicetti, Nichols, Roth, Sales, Sanchez, Van Allen
Nays:	None
Abstain:	None
Absent:	None

8.2 Adopt Resolution #19-17: Resolution to Support Student and Community Safety

Given the overwhelming number of school shootings that have occurred in the United States in 2019 alone, the Policy Committee will ask the Board to adopt Resolution #19-17 in Support of Student and Community Safety in regard to gun violence.

It was M.S.C. (Barr/Nichols) to approve Resolution #19-17.

Ayes:	Barr, Filicetti, Nichols, Roth, Sales, Sanchez, Van Allen
Nays:	None
Abstain:	None
Absent:	None

9. SUPERINTENDENT'S REPORT

County Superintendent of Schools, Dr. Faris M. Sabbah, provided an update on activities and matters of interest.

Santa Cruz County Board of Education

Minutes, Regular Meeting

October 17, 2019

10. TRUSTEE REPORTS (3 minutes each)

Trustee Barr attended a meeting of the Board Charter School Subcommittee.

Trustee Filicetti attended the UCSC Chancellor's Community Welcome Reception, volunteered at the Capitola Beach Festival, attended a meeting of the Community Outreach and Legislative Subcommittee, attended the PVUSD State of the District Breakfast, volunteered for the NEST Flight 2019 College and Career Conference, Volunteered at the Diversity Center's Annual Gala, and attended the first day of the Board Policy Workshops.

Trustee Van Allen attended a meeting of the Community Outreach and Legislative Subcommittee, and a meeting of the Policy Committee.

Trustee Barr left the meeting at 6:59 p.m.

Trustee Nichols attended a meeting of the Community Outreach and Legislative Subcommittee, and attended one meeting of the Policy Committee, and participated in the first day of the Board Policy Workshop.

Trustee Roth attended a benefit dinner for Save Our Shores and the first day of the Board Policy Workshops.

Trustee Sales attended the first day of the Board Policy Workshop in addition to the Pajaro Valley Prevention and Student Assistance's Soup for a Cause benefit event.

11. AD HOC COMMITTEE REPORTS/ACTIONS (if any)

None.

11.1 Community Outreach and Legislative Committee Update

None.

12. ADDITIONS, IF ANY, TO FUTURE BOARD AGENDA ITEMS

None.

13. SCHEDULE OF MEETINGS AND COMING EVENTS

Board Policy Workshops
Santa Cruz County Office of Education
400 Encinal Street, Santa Cruz CA 95060
October 17, 2019
October 23, 2019
October 24, 2019
9:00 a.m. - 3:30 p.m.

Santa Cruz County College and Career Week
County wide
October 21-28, 2019

Santa Cruz County Board of Education

Minutes, Regular Meeting

October 17, 2019

Regular Meeting of the Santa Cruz County Board of Education
400 Encinal Street, Santa Cruz, CA 95060
November 21, 2019
4:00 p.m.

Regular Meeting of the Santa Cruz County Board of Education
400 Encinal Street, Santa Cruz, CA 95060
December 19, 2019
4:00 p.m.

14. ADJOURNMENT

The Board President adjourned the meeting at 7:01 p.m.

Santa Cruz County Board of Education

Minutes, Regular Meeting

October 17, 2019

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Backup Documentation:

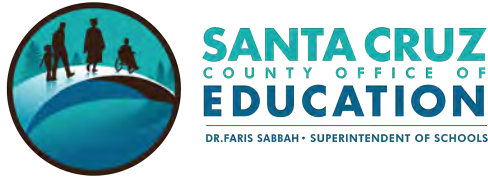
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SANTA CRUZ COUNTY BOARD OF EDUCATION

AGENDA ITEM

Board Meeting Date: Oct. 17, 23, & 24, 2019

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Action

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Information

TO: Dr. Faris Sabbah, County Superintendent of Schools

FROM: Administrative Department

SUBJECT: Policy Workshop Minutes of October 17, 23, and 24, 2019

BACKGROUND

Consent Agenda items are recommended for approval as actions routine in nature and acted upon as one motion. Specific items may be removed for specific consideration.

SUPERINTENDENT'S RECOMMENDATION FOR BOARD ACTION:

Board approval of October 17, 23, and 24, 2019 Minutes of the Board Policy Workshops.

FUNDING IMPLICATIONS

None.



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Ms. Jane Royer Barr • Ms. Rose Filicetti • Ms. Sandra Nichols • Ms. Sue Roth • Mr. Dana Sales
Mr. Abel Sanchez • Mr. Bruce Van Allen

Santa Cruz County Board of Education
Board Policy Workshops
9:00 a.m. - 3:30 p.m.
October 17, 2019 - Ocean Pacific Conference Room
October 23, 2019 - Board Room
October 24, 2019 - Business Services Conference Room

UNAPPROVED MINUTES

1. CALL TO ORDER, ROLL CALL AND ESTABLISHMENT OF QUORUM

Participating Board Members

Rose Filicetti
Sandra Nichols
Sue Roth
Abel Sanchez
Bruce Van Allen
Dana Sales (President),
Faris Sabbabh, Secretary

Participating Staff

Jason Borgen
Debi Bodenheimer
Deven Wood
Michael Paynter
John Armstrong
Jennifer Izant Gonzales
George Lopez
Troy Cope
Rebecca Olker

Absent Board Members

Jane Royer Barr

Consultant

Alex Zucco

2. PLEDGE OF ALLEGIANCE

Superintendent Sabbabh led the Pledge of Allegiance.

3. APPROVAL OF AGENDA

Agenda deletions and/or changes of sequence will be approved or the agenda will be approved as submitted.

It was M.S.C. (Nichols/Van Allen) to approve the agenda.

Ayes:	Fillicetti, Nichols, Roth, Sales
Nays:	None
Abstain:	None
Absent:	Barr, Sanchez, Van Allen

4. PUBLIC COMMENT

No public comments were made.

5. POLICY WORKSHOP

The Board engaged in a 3 day workshop that paired the knowledge and experience of County Office of Education administrators and board members with the expertise of a CSBA consultant to generate a clear, user-friendly policy manual that complies with state and federal law and meets local needs. This Policy Development Workshop developed a new policy manual, incorporating comprehensive updates to the existing policy manual, to help address key issues and achieve compliance with state and federal mandates, or both.

The workshop covered the following policy sections over three days:

0000 – Philosophy, Goals, Objectives & Comprehensive Plans

1000 – Community Relations

3000 – Business and Non-instructional Operations

5000 – Students

6000 – Instruction

7000 – Facilities

9000 – Board Bylaws

To accomplish this, staff and trustees split into break-out groups to review the proposed policies that were relevant to their respective departments. Upon completion of their review, staff made appointments to brief the board on their comments and suggestions on the proposed policies.

Once all workshops were read and agreed upon by the Board, the requested changes were sent to CSBA to draft the policies which will return for the Board for consideration and approval.

6. ADJOURNMENT

The Board President adjourned the workshops on October 24, 2019 at 2:30pm.

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SANTA CRUZ COUNTY BOARD OF EDUCATION

AGENDA ITEM

Board Meeting Date: Nov. 21, 2019

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Action

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Information

TO: Dr. Faris Sabbah, County Superintendent of Schools

FROM: Mary Hart, Deputy Superintendent, Business

SUBJECT: Routine Budget Revisions

BACKGROUND

Detailed revisions and narrative follow this page.

SUPERINTENDENT'S RECOMMENDATION FOR BOARD ACTION:

Board approval of routine budget revisions.

FUNDING IMPLICATIONS

Adjusts 2019-2020 Spending Plan.



Dr. Faris Sabbah, Superintendent • 400 Encinal Street, Santa Cruz, CA 95060 • 831-466-5600 • FAX 831-466-5607 • www.santacruzcoe.org

MEMO

DATE: November 21, 2019

TO: Santa Cruz County Board of Education
Dr. Faris Sabbah, County Superintendent of Schools

FROM: Mary Hart *mk*
Deputy Superintendent, Business Services
Rebecca Olker
Senior Director of Fiscal Services

RE: October Budget Revisions

Budget revisions in October reflected an increase in projected revenues in the amount of \$94,478 and an increase in expenditures in the amount of \$627,196, resulting in a net decrease to fund balance \$532,718.

There were adjustments made to revenue, salaries, benefits, services and supplies necessary to more closely match projected estimates for the year, which were the result of communications with departments and fiscal analysis. Included in these changes are adjustments made to California Clean Energy Grant (\$60,522) to spend down prior year carryover, School Based Medical Administrative Activities (SMAA), (\$35,000) for contract with PCG for program support, Maintenance and Operations (\$112,221) allowing them to use the prior year allotment to finish the roof at 399 Encinal, the School Safety program (\$108,156) allowing them to hire a Director of School Safety and Risk Prevention in anticipation of a new grant and a contract with First 5 for the New Born Enrollment Coordinator (\$50,000).

Should you have any questions, please feel free to contact us.

MH:rao
4 attachments

CC: Melissa Lopez

Santa Cruz County Office of Education
Budget Variance Summary for October, 2019
November 21, 2019 Board Meeting

	2019-2020	2019-20	OCTOBER		2019-20
Description	Adopted Budget	Board Meeting 10/17/19	Unrestricted	Restricted	Board Meeting 11/21/2019
REVENUE					
Local Control Funding Formula	27,942,549	28,961,834	2,992	-	28,964,826
Federal Revenues	6,890,894	7,018,369	-	(2,992)	7,015,377
State Revenues	7,366,389	6,665,157	-	-	6,665,157
Local Revenues	9,029,508	9,378,127	19,812	74,666	9,472,605
Contributions	-	-	(152,190)	152,190	-
TOTAL REVENUE	51,229,339	52,023,487	(129,386)	223,864	52,117,965
EXPENDITURES					
Certificated Salaries	10,305,237	10,555,550	(188,149)	(6,348)	10,361,053
Classified Salaries	12,326,728	12,244,267	62,554	(172,634)	12,134,187
Employee Benefits	13,167,744	13,173,192	(174,476)	(55,553)	12,943,164
Books and Supplies	1,824,785	2,374,986	371,181	435,172	3,181,338
Services, Other Operating Expenses	9,627,325	10,379,122	100,959	97,451	10,577,532
Capital Outlay	1,671,300	1,673,495	112,221	51,472	1,837,188
Other Outgo	(92,842)	(92,842)	(574)	-	(93,416)
Interprogram Support	5,724,756	5,748,836	(24,080)	-	5,724,756
TOTAL EXPENDITURES	54,555,033	56,056,606	259,636	349,560	56,665,802
INTERFUND TRANSFERS					
Transfers In	-	-			-
Transfers Out	31,000	158,799	18,000	-	176,799
TOTAL INTERFUND TRANSFERS	31,000	158,799	18,000	-	176,799
FUND BALANCE					
Beginning Fund Balance	27,366,002	27,366,002	-		27,366,002
Net Increase/(Decrease)	(3,356,693)	(4,191,918)	(407,022)	(125,696)	(4,724,636)
ENDING FUND BALANCE	24,009,309	23,174,084	(407,022)	(125,696)	22,641,366
Pacheco Bill Compliance: There was one individual consulting agreement in excess of \$25,000 that required a budget revision during the month of October, 2019 for Baby Gateway Newborn Enrollment Program. This program will support first with funds to employ one Newborn Enrollment Coordinator to visit local birthing hospitals to enroll newborns into the Baby Gateway Newborn Enrollment Program. This program connects families with resources they need to keep their children healthy and assigns them a Student ID# at birth to house data that is important for the child's service provider to know.					

Budget Variance Detail for
October, 2019
November 21, 2019 Board Meeting

			2019-20	2019-20	Variance		2019-20
Description (Object Code Range)	Res	Program	Adopted Budget	Board Meeting 10/17/19	Unrestricted	Restricted	Board Meeting 11/21/19
REVENUE							
Local Control Funding Formula (8010-8099) MATCH ACTUAL GRANT PLUS ADJ REV TO OFFSET EXP 18/19	0030	Educational Services	27,942,549	28,961,834	2,992		
Total Local Control Funding Formula			27,942,549	28,961,834	2,992	-	28,964,826
Federal Revenues (8100-8299) TO MATCH ACTUAL GRANT C/O PLUS ADJ REV TO OFFSET EXP 18/19	4128	ESEA:TITLE IV, PART A, STUDENT SUPP	6,890,894	7,018,369		(2,992)	
Total Federal Revenues			6,890,894	7,018,369	-	(2,992)	7,015,377
State Revenues (8300-8599)			7,366,389	6,665,157			
Total State Revenues			7,366,389	6,665,157	-	-	6,665,157
Local Revenues (8600-8799) CHRYSLIS-NETWORKING/VOICE UPGRADE PROJECT VENTURA COE REIMBURSEMENT-CTE PROGRAM SET UP NEW BUDGET FOR SC CTY TRIAL LAWYERS ASSOC Update Salaries INCREASE TO CARRYOVER GRANT AMOUNT FROM 18/19 MATCH ACTUAL GRANT AMOUNT SET UP NEW BUDGET FOR CENSUS 2020	1100 9010 9010 9010 6690 7366 7810	LOTTERY: UNRESTRICTED OTHER RESTRICTED LOCAL OTHER RESTRICTED LOCAL OTHER RESTRICTED LOCAL TUPE: GRADES 6-12 SUPPL PRGS:FSTR YOUTH/JUV DETN OTHER RESTRICTED STATE	9,029,508	9,378,127	19,812	2,850 10,000 27,720 13,288 (10,093) 30,901	
Total Local Revenues			9,029,508	9,378,127	19,812	74,666	9,472,605
Other Financing Sources (8900-8997) CLEAN UP 4399'S TEMPORARILY COVER 9637/GRANT CLEAN UP 4399'S TEMPORARILY COVER 9634 Fix 18/19 Contribution Budget Adjust 3010 CLEAN UP 4399'S TEMPORARILY COVER 9637/GRANT CLEAN UP 4399'S TEMPORARILY COVER 9634 Fix 18/19 Contribution Budget Adjust 3010	0090 0090 0620 0620 9010 5630 9010 3010	EDUCATION & ADMIN OPERATIONS EDUCATION & ADMIN OPERATIONS COUNTY COMMUNITY SCHOOLS COUNTY COMMUNITY SCHOOLS OTHER RESTRICTED LOCAL NCLB:TIT X HOMELESS ASST GRNTS OTHER RESTRICTED LOCAL NCLB:TIT I BAS GRNTS LOW INC			(108,156) (48,780) 5,871 (1,125)	108,156 48,780 (5,871) 1,125	
Total Other Financing Sources			-	-	(152,190)	152,190	-
TOTAL REVENUE			51,229,339	52,023,487	(129,386)	223,864	52,117,965

Budget Variance Detail for
October, 2019
November 21, 2019 Board Meeting

Description (Object Code Range)	Res	Program	2019-20	2019-20	Variance		2019-20
			Adopted Budget	Board Meeting 10/17/19	Unrestricted	Restricted	Board Meeting 11/21/19
EXPENDITURES							
Certificated Salaries (1000-1999)			10,305,237	10,555,551			
Update Salaries	0030	Educational Services			(41,906)		
Update Salaries	0060	Administration			(12,217)		
Update Salaries	0086	Technology Admin			(1,960)		
Update Salaries	0090	EDUCATION & ADMIN OPERATIONS			25,328		
Update Salaries	0091	SPECIAL PROJECTS			700		
Update Salaries	0610	JUVENILE COURT SCHOOLS			1,608		
Update Salaries	0611	JUVENILE COURT SUPPLEMENTAL			(351)		
Update Salaries	0620	COUNTY COMMUNITY SCHOOLS			(56,446)		
Update Salaries	0621	COUNTY COMMUNITY SUPPLEMENTAL			3,612		
Update Salaries	0830	CAREER TECHNICAL EDUCATION PARTNERSHIP			(94,057)		
Update Salaries	0851	CNTY OVERSIGHT-WILLIAMS/V-7385			(6,384)		
Update Salaries	3183	ESSA School Improvement COE				(58)	
Update Salaries	3385	SP ED-IDEA EARLY INTERV GRANTS				333	
Update Salaries	6500	SPECIAL EDUCATION				428	
Update Salaries	6510	SP ED-EARLY ED IND W/EXC NEEDS				(32,296)	
Update Salaries	7366	SUPPL PRGS:FSTR YOUTH/JUV DETN				(4,672)	
Update Salaries	7810	OTHER RESTRICTED STATE				(9,568)	
Update Salaries	9010	OTHER RESTRICTED LOCAL				(16,182)	
Update Salaries	9410	WORKFORCE YOUTH SVCS-FED P/T				55,146	
Update Salaries	9064	S4C				12,021	
Update Salaries	9410	WORKFORCE YOUTH SVCS-FED P/T				(6,847)	
TSA for Risk Assessment	0060	Administration			582		
Move to fund EWR	0620	COUNTY COMMUNITY SCHOOLS			(6,659)		
Move to Ed Serv	3183	ESSA School Improvement COE				(4,028)	
Move to fund EWR	6500	SPECIAL EDUCATION				(3,623)	
Move to fund EWR	9010	OTHER RESTRICTED LOCAL				3,000	
Total Certificated Salaries			10,305,237	10,555,551	(188,149)	(6,348)	10,361,054
Classified Salaries (2000-2999)			12,326,728	12,244,267			
Update Salaries	0030	Educational Services			6,043		
Update Salaries	0040	Maintenance			650		
Update Salaries	0050	Operations			(197)		
Update Salaries	0060	Administration			32,624		
Update Salaries	0086	Technology Admin			(10,413)		
Update Salaries	0090	EDUCATION & ADMIN OPERATIONS			72,969		
Update Salaries	0610	JUVENILE COURT SCHOOLS			(23,185)		
Update Salaries	0611	JUVENILE COURT SUPPLEMENTAL			(371)		
Update Salaries	0620	COUNTY COMMUNITY SCHOOLS			(32,260)		
Update Salaries	0621	COUNTY COMMUNITY SUPPLEMENTAL			(5,061)		
Update Salaries	0830	CAREER TECHNICAL EDUCATION PARTNERSHIP			(10,394)		
Update Salaries	1100	LOTTERY: UNRESTRICTED			3,398		
Update Salaries	3010	NCLB:TIT I BAS GRNTS LOW INC				26,428	
Update Salaries	3025	NCLB:TIT I LOC DELINQ PRGS				(2,344)	
Update Salaries	4128	ESEA:TITLE IV, PART A, STUDENT SUPP				(55,310)	
Update Salaries	5630	NCLB:TIT X HOMELESS ASST GRNTS				30,507	
Update Salaries	5810	OTHER RESTRICTED FEDERAL				(6,844)	
Update Salaries	6500	SPECIAL EDUCATION				(1,450)	
Update Salaries	6510	SP ED-EARLY ED IND W/EXC NEEDS				(29,617)	
Update Salaries	6520	SP ED:PRJ WORKABILITY I LEA				(2,105)	
Update Salaries	6685	Technical Assistance Grants				2,478	
Update Salaries	7135	ENVIRONMENTAL EDUCATION				(28)	
Update Salaries	7366	SUPPL PRGS:FSTR YOUTH/JUV DETN				(43)	
Update Salaries	8150	RMA - ONGOING MAJOR MAINT				650	
Update Salaries	9010	OTHER RESTRICTED LOCAL				42,778	
Update Salaries	9064	S4C				(48)	

Budget Variance Detail for
October, 2019
November 21, 2019 Board Meeting

Description (Object Code Range)	Res	Program	2019-20	2019-20	Variance		2019-20
			Adopted Budget	Board Meeting 10/17/19	Unrestricted	Restricted	Board Meeting 11/21/19
Update Salaries	9410	WORKFORCE YOUTH SVCS-FED P/T				(33,135)	
Update Salaries	9411	MIGRANT HEAD START-FED PASS TH				(50,840)	
Adjust for HW Grant	0030	Educational Services			3,000		
Adjust for HW Grant	4128	ESEA:TITLE IV, PART A, STUDENT SUPP			25,750		
Adjust Subs budget	6500	SPECIAL EDUCATION				(21,963)	
CLEAN UP 4399'S TEMPORARILY COVER 9637/GRANT	9010	OTHER RESTRICTED LOCAL				(71,749)	
Total Classified Salaries			12,326,728	12,244,267	62,554	(172,634)	12,134,187
Employee Benefits (3000-3999)			13,167,744	13,173,192			
Update Salaries	0030	Educational Services			(17,283)		
Update Salaries	0040	Maintenance			12,389		
Update Salaries	0050	Operations			(25)		
Update Salaries	0060	Administration			(64,698)		
Update Salaries	0086	Technology Admin			(6,334)		
Update Salaries	0090	EDUCATION & ADMIN OPERATIONS			29,055		
Update Salaries	0091	SPECIAL PROJECTS			151		
Update Salaries	0610	JUVENILE COURT SCHOOLS			(16,101)		
Update Salaries	0611	JUVENILE COURT SUPPLEMENTAL			(2,985)		
Update Salaries	0620	COUNTY COMMUNITY SCHOOLS			(64,849)		
Update Salaries	0621	COUNTY COMMUNITY SUPPLEMENTAL			17,803		
Update Salaries	0830	CAREER TECHNICAL EDUCATION PARTNERSHIP			(59,069)		
Update Salaries	0851	CNTY OVERSIGHT-WILLIAMS/V-7385			(438)		
Update Salaries	1100	LOTTERY: UNRESTRICTED			(658)		
Update Salaries	3010	NCLB:TIT I BAS GRNTS LOW INC				18,749	
Update Salaries	3025	NCLB:TIT I LOC DELINQ PRGS				(887)	
Update Salaries	3183	ESSA School Improvement COE				(29)	
Update Salaries	3310	SP ED-IDEA BAS GRNT ENTL				400	
Update Salaries	3385	SP ED-IDEA EARLY INTERV GRANTS				98	
Update Salaries	4128	ESEA:TITLE IV, PART A, STUDENT SUPP				(34,420)	
Update Salaries	5630	NCLB:TIT X HOMELESS ASST GRNTS				18,138	
Update Salaries	5810	OTHER RESTRICTED FEDERAL				(1,603)	
Update Salaries	6388	Strong Workforce Program				(2,810)	
Update Salaries	6500	SPECIAL EDUCATION				20,836	
Update Salaries	6510	SP ED-EARLY ED IND W/EXC NEEDS				(41,082)	
Update Salaries	6520	SP ED:PRJ WORKABILITY I LEA				(352)	
Update Salaries	6680	TBCO USE PREVEN'N COE ADM GNTS				(0)	
Update Salaries	6685	Technical Assistance Grants				1,874	
Update Salaries	7135	ENVIRONMENTAL EDUCATION				(11)	
Update Salaries	7366	SUPPL PRGS:FSTR YOUTH/JUV DETN				(2,543)	
Update Salaries	7810	OTHER RESTRICTED STATE				(1,109)	
Update Salaries	8150	RMA - ONGOING MAJOR MAINT				(330)	
Update Salaries	9010	OTHER RESTRICTED LOCAL				37,656	
Update Salaries	9064	S4C				329	
Update Salaries	9099	FYS CHILD WELFARE CONTRIBUTION				(2)	
Update Salaries	9366	IV-E FOSTER CARE ADMIN ACTIVIT				(131)	
Update Salaries	9410	WORKFORCE YOUTH SVCS-FED P/T				1,438	
Update Salaries	9411	MIGRANT HEAD START-FED PASS TH				(35,557)	
Update Salaries	9412	YHDP- Youth Homeless Demonstration Project				(0)	
Adjust for EWR	0620	COUNTY COMMUNITY SCHOOLS			(1,434)		
Move to Ed Serv	3183	ESSA School Improvement COE				(1,130)	
Adjust for EWR	4128	ESEA:TITLE IV, PART A, STUDENT SUPP				3,333	
CLEAN UP 4399'S TEMPORARILY COVER 9637/GRANT	9010	OTHER RESTRICTED LOCAL				(36,407)	
Total Employee Benefits			13,167,744	13,173,192	(174,476)	(55,553)	12,943,164

Budget Variance Detail for
October, 2019
November 21, 2019 Board Meeting

Description (Object Code Range)	Res	Program	2019-20	2019-20	Variance		2019-20
			Adopted Budget	Board Meeting 10/17/19	Unrestricted	Restricted	Board Meeting 11/21/19
Books and Supplies (4000-4999)			1,824,785	2,374,986			
Update Salaries	0030	Educational Services			53,146		
Update Salaries	0040	Maintenance			(13,040)		
Update Salaries	0050	Operations			222		
Update Salaries	0060	Administration			44,290		
Update Salaries	0086	Technology Admin			18,707		
Update Salaries	0090	EDUCATION & ADMIN OPERATIONS			(127,352)		
Update Salaries	0091	SPECIAL PROJECTS			(851)		
Update Salaries	0610	JUVENILE COURT SCHOOLS			37,678		
Update Salaries	0611	JUVENILE COURT SUPPLEMENTAL			3,707		
Update Salaries	0620	COUNTY COMMUNITY SCHOOLS			152,430		
Update Salaries	0621	COUNTY COMMUNITY SUPPLEMENTAL			(16,355)		
Update Salaries	0830	CAREER TECHNICAL EDUCATION PARTNERSHIP			163,520		
Update Salaries	0851	CNTY OVERSIGHT-WILLIAMS/V-7385			6,821		
Update Salaries	1100	LOTTERY: UNRESTRICTED			3,546		
Update Salaries	3010	NCLB:TIT I BAS GRNTS LOW INC				(20,200)	
Update Salaries	3025	NCLB:TIT I LOC DELINQ PRGS				3,005	
Update Salaries	3183	ESSA School Improvement COE				88	
Update Salaries	3310	SP ED-IDEA BAS GRNT ENTL				(400)	
Update Salaries	3385	SP ED-IDEA EARLY INTERV GRANTS				(431)	
Update Salaries	4128	ESEA:TITLE IV, PART A, STUDENT SUPP				89,729	
Update Salaries	5630	NCLB:TIT X HOMELESS ASST GRNTS				135	
Update Salaries	5810	OTHER RESTRICTED FEDERAL				8,447	
Update Salaries	6388	Strong Workforce Program				2,382	
Update Salaries	6500	SPECIAL EDUCATION				(23,055)	
Update Salaries	6510	SP ED-EARLY ED IND W/EXC NEEDS				75,563	
Update Salaries	6520	SP ED:PRJ WORKABILITY I LEA				2,457	
Update Salaries	6685	Technical Assistance Grants				(4,351)	
Update Salaries	7135	ENVIRONMENTAL EDUCATION				40	
Update Salaries	7366	SUPPL PRGS:FSTR YOUTH/JUV DETN				12,154	
Update Salaries	7810	OTHER RESTRICTED STATE				17,292	
Update Salaries	8150	RMA - ONGOING MAJOR MAINT				(321)	
Update Salaries	9010	OTHER RESTRICTED LOCAL				10,310	
Update Salaries	9064	S4C				(9,625)	
Update Salaries	9099	FYS CHILD WELFARE CONTRIBUTION				2	
Update Salaries	9366	IV-E FOSTER CARE ADMIN ACTIVIT				131	
Update Salaries	9410	WORKFORCE YOUTH SVCS-FED P/T				38,543	
Update Salaries	9411	MIGRANT HEAD START-FED PASS TH				122,687	
Increase Direct Transfer	0030	Educational Services			(3,000)		
Adjust for EWR	0040	Maintenance			4,665		
Adjust inditrects	0050	Operations			574		
Adjust for multiple EWRs	0060	Administration			1,336		
Adjust inditrects	0060	Administration			15,965		
Adjust for EWR	0090	EDUCATION & ADMIN OPERATIONS			11,300		
Fix 18/19 Contribution	0620	COUNTY COMMUNITY SCHOOLS			2,222		
CHRYSLIS-NETWORKING/VOICE UPGRADE PROJECT	1100	LOTTERY: UNRESTRICTED			11,648		
Adjust for EWR	3182	ESSA School Improvement (CSI) LEA				10,000	
Adjust for EWR	3183	ESSA School Improvement COE				8,088	
Adjust for EWR	4128	ESEA:TITLE IV, PART A, STUDENT SUPP				(27,342)	
Add for cirriculum	6300	LOTTERY:INSTRUCTIONAL MATL				5,000	
Ajdst Indirects	6500	SPECIAL EDUCATION				32,327	
Increase Direct Transfer	6510	SP ED-EARLY ED IND W/EXC NEEDS				(54,532)	
Ajdst for new position	6685	Technical Assistance Grants				10,980	
Prior year grant carryover	6690	TUPE: GRADES 6-12				6,000	
Match actual grant amount	7366	SUPPL PRGS:FSTR YOUTH/JUV DETN				(9,018)	
Setup new budget	7810	OTHER RESTRICTED STATE				17,000	
CLEAN UP 4399'S TEMPORARILY COVER 9637/GRANT	9010	OTHER RESTRICTED LOCAL				108,156	
Increase Direct Transfer	9010	OTHER RESTRICTED LOCAL				31,182	
Setup budget for workbased activities incentives	9410	WORKFORCE YOUTH SVCS-FED P/T				(27,250)	

Budget Variance Detail for
October, 2019
November 21, 2019 Board Meeting

Description (Object Code Range)	Res	Program	2019-20	2019-20	Variance		2019-20
			Adopted Budget	Board Meeting 10/17/19	Unrestricted	Restricted	Board Meeting 11/21/19
Total Books and Supplies			1,824,785	2,374,986	371,181	435,172	3,181,338
Services, Other Operating Expenses (5000-5999)			9,627,325	10,379,122			
Update Salaries	3010	NCLB:TIT I BAS GRNTS LOW INC				(23,852)	
Update Salaries	3025	NCLB:TIT I LOC DELINQ PRGS				226	
Update Salaries	6500	SPECIAL EDUCATION				(448)	
Update Salaries	6510	SP ED-EARLY ED IND W/EXC NEEDS				(192)	
Update Salaries	9411	MIGRANT HEAD START-FED PASS TH				(36,290)	
Adjust Direct Transfer	0040	Maintenance			(4,665)		
Adjust Direct Transfer	0086	Technology Admin			(3,300)		
Adjust Direct Transfer	6500	SPECIAL EDUCATION					
Adjust Direct Transfer	6510	SP ED-EARLY ED IND W/EXC NEEDS					
Adjust Direct Transfer	9010	OTHER RESTRICTED LOCAL					
Increase to cover services requisition	0060	Administration			35,000		
Increase to cover EWR	0090	EDUCATION & ADMIN OPERATIONS			10,760		
Newborn Enrollment Coordinator	0091	SPECIAL PROJECTS			50,000		
CHRYSLIS-NETWORKING/VOICE UPGRADE PROJECT	1100	LOTTERY: UNRESTRICTED			13,164		
Adjust for EWRs	3182	ESSA School Improvement (CSI) LEA				(10,000)	
Adjust for EWRs	3183	ESSA School Improvement COE				(2,930)	
Adjust for EWRs	4128	ESEA:TITLE IV, PART A, STUDENT SUPP				(1,741)	
Ajdust Indirects	6500	SPECIAL EDUCATION				33,321	
To book adt custodial and NTP costs	6510	SP ED-EARLY ED IND W/EXC NEEDS				54,532	
Increase Direct Transfer	6685	Technical Assistance Grants				(10,980)	
Ajdust for new position	6690	TUPE: GRADES 6-12				6,102	
Prior year grant carryover	7810	OTHER RESTRICTED STATE				11,143	
Increase for grant carryover	9010	OTHER RESTRICTED LOCAL				23,777	
Increase Direct Transfer	9010	OTHER RESTRICTED LOCAL				(17,540)	
Return unspent funds	9064	S4C				36,873	
Setup budget for workbased activities incentives	9410	WORKFORCE YOUTH SVCS-FED P/T				27,250	
Adjust for scholarships	9680	SCHLR - ROP				8,200	
Total Services, Other Operating Expenses			9,627,325	10,379,122	100,959	97,451	10,577,532
Capital Outlay (6000-6999)			1,671,300	1,673,495			
Adjust or subs	6500	SPECIAL EDUCATION				(3,648)	
Complete HVAC & Roof at 399 Encinal	0090	EDUCATION & ADMIN OPERATIONS			112,221		
Prior year grant carryover	6230	CALIF. CLEAN ENERGY JOBS ACT				55,120	
Total Capital Outlay			1,671,300	1,673,495	112,221	51,472	1,837,188
Other Outgo (7100-7299, 7400-7499)			5,724,756	5,748,836			
INCREASE CONTRIBUTION TO COVER OVERDRAWN ACCTS	0620	COUNTY COMMUNITY SCHOOLS			(18,000)		
ADJUST INDIRECTS	0060	Administration			(6,080)		
Total Other Outgo			5,724,756	5,748,836	(24,080)	-	5,724,756
Interprogram Support Services (7300-7399)			(92,842)	(92,842)			
ADJUST INDIRECTS	0050	Operations			(574)		
Total Interprogram Support			(92,842)	(92,842)	(574)	-	(93,416)
Interfund Transfers Out (7600-7629)			31,000	158,799			
INCREASE CONTRIBUTION TO COVER OVERDRAWN ACCTS	0620	COUNTY COMMUNITY SCHOOLS			18,000		

Budget Variance Detail for
October, 2019
November 21, 2019 Board Meeting

			2019-20	2019-20	Variance		2019-20
Description (Object Code Range)	Res	Program	Adopted Budget	Board Meeting 10/17/19	Unrestricted	Restricted	Board Meeting 11/21/19
Total Interfund Transfers Out			31,000	158,799	18,000	-	176,799
TOTAL EXPENDITURES			54,586,033	56,215,405	277,636	349,560	56,842,601
BEGINNING FUND BALANCE			27,366,002	27,366,002			27,366,002
NET INCREASE (DECREASE) IN FUND BALANCE			(3,356,693)	(4,191,918)	(407,022)	(125,696)	(4,724,637)
ENDING FUND BALANCE			24,009,309	23,174,084			22,641,365



SANTA CRUZ COUNTY BOARD OF EDUCATION

AGENDA ITEM

Board Meeting Date: Nov. 21, 2019

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Action



Information

TO: Dr. Faris Sabbah, County Superintendent of Schools

FROM: Mary Hart, Deputy Superintendent, Business

SUBJECT: Gifts and Donations

BACKGROUND

County Board of Education Policy P-3280 requires that all gifts and donations received by programs conducted by the County Superintendent of Schools be accepted by the County Board of Education.

SUPERINTENDENT'S RECOMMENDATION FOR BOARD ACTION:

Accept gifts and donations as follows:

<u>Program</u>	<u>Donor</u>	<u>Value</u>
2020 Civics Summit	Jimmy Panetta	\$1,000
2020 Civics Summit	Katherine P. Minott	\$250
2020 Civics Summit	Marcella & Joe Hall	\$100
2020 Civics Summit	Jill Cody	\$586
2020 Civics Summit	Pauline Seales	\$100

Santa Cruz County Board of Education

Donations

November 21, 2019

2020 Civics Summit	Linda Wilshusen & R. Pfotenhauer	\$250
2020 Civics Summit	Charles Gardner	\$250
Cypress High School	Barbara Smith	\$40.39
Cypress High School	Lynne Keener	\$175
Cypress High School	Donna Certo Illstrup	\$64.50
Cypress High School	Anthony Montana	\$64.50
Cypress High School	Anthony & Christina Melgaree	\$64.50
Cypress High School	Katherine Lennon	\$164.50
Cypress High School	Maira and Sean Lanyi	\$239.50
Cypress High School	Heather Couch	\$15.00
Cypress High School	Christopher Luciani	\$100
Cypress High School	Kathleen Hutchinson	\$175
Cypress High School	Denice Barnes	\$75
Cypress High School	Christopher & Hannah Stubblefield	\$175
Cypress High School	Bryan and Kerri Berry	\$175
Cypress High School	Aaron & Christina Melgares	\$175
Cypress High School	Teresa Lee Waldo	\$175
Cypress High School	Orla Holladay	\$175
Cypress High School	Skye Hathaway & Ona P. Tigue	\$175
Cypress High School	Meadhbh S. Hamrick	\$175

Santa Cruz County Board of Education
Donations
November 21, 2019

Cypress High School	Melia Powell	\$100
CTEP	Big Creek Lumber Co.	Wood (Est. Value ~\$78)

FUNDING IMPLICATIONS

Gifts/Donations received will be utilized by the programs to which they are donated.



SANTA CRUZ COUNTY BOARD OF EDUCATION

AGENDA ITEM

Board Meeting Date: Nov. 21, 2019

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Action

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Information

TO: Dr. Faris Sabbah, County Superintendent of Schools

FROM: Business Department

SUBJECT: Treasurer's Quarterly Report: September 30, 2019

BACKGROUND

The Superintendent/designee is required to provide a report of investments on a quarterly basis. Since the Santa Cruz COE maintains all of its investments in the County Treasurer's investment pool, the September 30, 2019 quarterly report is provided.

SUPERINTENDENT'S RECOMMENDATION FOR BOARD ACTION:

Receive and file report.

FUNDING IMPLICATIONS

None.

Santa Cruz County Treasurer's

Quarterly Investment Report

**For the Quarter Ended
September 30, 2019**



Edith Driscoll
Auditor – Controller – Treasurer - Tax Collector

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TREASURY OVERSIGHT COMMISSION

Chairperson:

Angela Aitken
Member Representing Special Districts
Alternate: John Stipes

Current Members:

Chris Schiermeyer
Member Representing School Districts
Alternate: Lynette Hamby

Ron Sekkel
Public Member
Alternate: Mary Jo Walker

Bruce McPherson
Member Representing County of Santa Cruz
Board of Supervisors
Alternate: Greg Caput

Faris Sabbah
Superintendent of Schools
Santa Cruz County Office of Education
Alternate: Mary Hart

AUDIT PROCESS

The Santa Cruz County Treasurer's Office is audited on an annual basis by an outside auditor selected by the Santa Cruz County's Audit Committee. Additionally, all investments are audited on a regular basis by the County Auditor as well as on a daily basis by an in-house audit process.



COUNTY OF SANTA CRUZ

EDITH DRISCOLL
AUDITOR-CONTROLLER-TREASURER-TAX COLLECTOR
701 OCEAN STREET, SUITE 100, SANTA CRUZ, CA 95060-4073
(831) 454-2500 FAX (831) 454-2660

October 1, 2019

Board of Supervisors
County of Santa Cruz
701 Ocean Street
Santa Cruz, CA 95060

Subject: **CERTIFICATION OF LIQUIDITY**

Dear Members of the Board:

This report shows the investment activity for the quarter ending September 30, 2019 of pooled funds on deposit with the Treasurer and that it is in compliance with California Government Code Sections 27000 et seq., 53600 et seq., and the County's 2019 Investment Policy.

Attached are summaries of the Portfolio Structure, Investment Details, Securities Activity by Brokers, and other information to provide a better understanding of the investment activity that has occurred through September 30, 2019.

Pursuant to Government Code § 53646(b)(3), I certify that because of the liquidity of the pool and the county's issuance of Teeter Notes and TRANs, the county has the ability to meet the pool's expenditure requirements for the next six months.

Respectfully submitted,

EDITH DRISCOLL

Auditor-Controller-Treasurer-Tax Collector

SUMMARY REPORTS

1. County of Santa Cruz Portfolio Summary including:
 - a) Issuer
 - b) Type of Asset
 - c) Cost at Purchase
 - d) Current Book Value
 - e) Yield
 - f) Par Value
 - g) Market Value
 - h) Percent of Portfolio
 - i) Percent Allowed
 - j) Purchase Date
 - k) Maturity Date
 - l) Credit Rating
 - m) Source of Valuation
2. Portfolio Size and Composition Report
 - a) Portfolio Balance Trend
 - b) Portfolio Composition by Type
3. Portfolio Yield
 - a) Net Yield History / Comparison to LAIF
 - b) Net Yield Trend / Comparison to LAIF
4. County of Santa Cruz Investment Pool Maturity Distribution
5. County of Santa Cruz Investment Pool Credit Quality Distribution
6. County of Santa Cruz Investment Pool Source of Funds

**Santa Cruz County Treasurer's Portfolio
As of September 30, 2019**

ISSUER	COST	BOOK VALUE	YIELD	PAR VALUE	MARKET VALUE (1)	% of PORTFOLIO	% ALLOWED	PURCHASE DATE	MATURITY DATE	CREDIT RATING (2)
U.S. Treasuries										
US Treasury	17,826,100.00	17,989,425.00	2.44%	18,000,000.00	17,992,080.00	2.39%	100%	05/15/19	10/10/19	AA+ / Aaa
US Treasury	19,637,500.00	19,988,796.91	2.49%	20,000,000.00	19,991,600.00	2.65%	100%	07/19/18	10/15/19	AA+ / Aaa
US Treasury	19,779,687.50	19,980,786.70	2.69%	20,000,000.00	19,990,200.00	2.65%	100%	11/21/18	10/31/19	AA+ / Aaa
US Treasury	19,706,000.00	19,951,653.33	2.45%	20,000,000.00	19,964,600.00	2.65%	100%	03/27/19	11/07/19	AA+ / Aaa
US Treasury	14,735,742.19	14,967,947.17	2.77%	15,000,000.00	14,980,650.00	1.99%	100%	11/09/18	11/15/19	AA+ / Aaa
US Treasury	14,836,125.00	14,951,125.00	2.39%	15,000,000.00	14,961,900.00	1.98%	100%	06/30/19	11/21/19	AA+ / Aaa
US Treasury	19,679,687.50	19,908,908.80	2.77%	20,000,000.00	19,962,600.00	2.64%	100%	11/28/18	01/31/20	AA+ / Aaa
US Treasury	19,761,718.75	19,913,179.44	2.55%	20,000,000.00	19,957,000.00	2.64%	100%	02/04/19	02/15/20	AA+ / Aaa
US Treasury	17,890,312.50	17,962,612.16	2.76%	18,000,000.00	18,025,380.00	2.38%	100%	12/13/18	02/29/20	AA+ / Aaa
US Treasury	12,965,468.75	12,984,390.99	2.59%	13,000,000.00	13,037,050.00	1.72%	100%	01/17/19	04/30/20	AA+ / Aaa
US Treasury	19,915,625.00	19,986,931.13	2.01%	20,000,000.00	20,004,328.26	2.65%	100%	07/15/19	05/15/20	AA+ / Aaa
US Treasury	19,934,375.00	19,949,493.67	1.93%	20,000,000.00	19,961,800.00	2.65%	100%	07/02/19	07/31/20	AA+ / Aaa
US Treasury	10,087,500.00	10,074,832.44	1.76%	10,000,000.00	10,065,600.00	1.34%	100%	08/08/19	08/15/20	AA+ / Aaa
US Treasury	12,950,234.38	12,955,223.74	1.74%	13,000,000.00	12,950,210.00	1.72%	100%	09/15/20	09/15/20	AA+ / Aaa
Total U.S. Treasuries	239,706,076.57	241,565,306.48	2.41%	242,000,000.00	241,544,998.26	32.06%	100%			
U.S. Government Agencies										
Federal Home Loan Mortg Corp	14,779,050.00	14,999,509.00	2.45%	15,000,000.00	14,999,550.00	1.99%	25%	07/02/18	10/02/19	AA+ / Aaa
Federal Farm Credit Bank	16,000,000.00	16,000,000.00	2.63%	16,000,000.00	16,031,680.00	2.12%	25%	01/03/19	01/03/20	AA+ / Aaa
Federal Home Loan Mortg Corp	14,917,050.00	14,988,756.14	1.76%	15,000,000.00	14,981,700.00	1.99%	25%	11/21/17	01/17/20	AA+ / Aaa
Federal Home Loan Bank	9,989,000.00	9,998,019.39	2.18%	10,000,000.00	10,007,200.00	1.33%	25%	02/09/18	02/11/20	AA+ / Aaa
Federal Home Loan Bank	9,944,000.00	9,977,819.07	2.63%	10,000,000.00	10,009,300.00	1.32%	25%	01/24/19	03/13/20	AA+ / Aaa
Federal Farm Credit Bank	12,992,947.11	12,997,551.08	2.58%	13,000,000.00	13,065,260.00	1.72%	25%	06/11/18	06/11/20	AA+ / Aaa
Federal Home Loan Mortg Corp	19,656,000.00	19,843,029.13	2.88%	20,000,000.00	19,990,600.00	2.63%	25%	10/25/18	07/13/20	AA+ / Aaa
Federal National Mortg Association	11,969,040.00	11,978,126.67	1.77%	12,000,000.00	11,971,860.00	1.59%	25%	08/09/19	07/30/20	AA+ / Aaa
Federal Home Loan Bank	9,900,830.00	9,933,774.61	2.57%	10,000,000.00	10,000,200.00	1.32%	25%	03/15/19	11/05/20	AA+ / Aaa
Federal Home Loan Bank	15,000,000.00	15,000,000.00	2.13%	15,000,000.00	15,005,850.00	1.99%	25%	07/29/19	01/29/21	AA+ / Aaa
Federal Farm Credit Bank	11,973,240.00	11,979,781.33	2.35%	12,000,000.00	12,075,480.00	1.59%	25%	04/05/19	04/05/21	AA+ / Aaa
Federal Farm Credit Bank	12,987,455.00	12,991,125.57	3.08%	13,000,000.00	13,373,360.00	1.72%	25%	11/15/18	11/15/21	AA+ / Aaa
Federal Home Loan Mortg Corp	12,000,000.00	12,000,000.00	3.05%	12,000,000.00	12,034,200.00	1.59%	25%	12/27/18	12/27/21	AA+ / Aaa
Federal Home Loan Mortg Corp	15,000,000.00	15,000,000.00	2.60%	15,000,000.00	15,054,150.00	1.99%	25%	03/25/19	03/25/22	AA+ / Aaa
Total Government Agencies	187,106,612.11	187,687,497.98	2.49%	188,000,000.00	188,600,660.00	24.31%	100%			

Santa Cruz County Treasurer's Portfolio
As of September 30, 2019

ISSUER	COST	BOOK VALUE	YIELD	PAR VALUE	MARKET VALUE	% of PORTFOLIO	% ALLOWED	PURCHASE DATE	MATURITY DATE	CREDIT RATING (2)
Supranationals										
Int Bank of Redevelopment	9,853,200.00	9,992,118.12	1.65%	10,000,000.00	9,985,700.00	1.33%	30%	01/04/17	11/27/19	AAA / Aaa / AAA
Inter-American Development Bank	15,850,560.00	15,917,337.96	2.62%	16,000,000.00	15,991,040.00	2.11%	30%	03/05/19	06/16/20	AAA / Aaa / AAA
International Finance Corp.	10,000,000.00	10,000,000.00	2.61%	10,000,000.00	10,027,000.00	1.33%	30%	07/03/18	06/29/20	AAA / Aaa / AAA
Inter-American Development Bank	14,775,000.00	14,844,253.63	2.61%	15,000,000.00	15,022,800.00	1.97%	30%	02/08/19	03/15/21	AAA / Aaa / AAA
Int Bank of Redevelopment	14,998,500.00	14,998,595.83	2.24%	15,000,000.00	15,008,850.00	1.99%	30%	07/22/19	07/22/22	AAA / Aaa / AAA
Total Supranational	55,477,260.00	55,752,306.54	2.36%	56,000,000.00	55,936,390.00	3.73%	30%			
Medium Term Notes										
Toyota Motor Credit Corp	8,900,100.00	8,994,468.08	2.88%	9,000,000.00	8,997,750.00	1.19%	10%	12/11/18	10/18/19	AA- / Aa3 / A+
US Bank NA	11,915,400.00	11,975,828.57	3.01%	12,000,000.00	12,008,520.00	1.59%	10%	12/21/18	01/23/20	AA- / A1 / AA-
Apple Inc.	11,518,006.50	11,544,935.70	2.03%	11,550,000.00	11,548,267.50	1.53%	10%	11/21/17	02/07/20	AA+ / Aa1 / AA+
Wal-Mart Stores Inc.	10,011,300.00	10,004,134.92	2.79%	10,000,000.00	10,065,400.00	1.33%	10%	06/27/18	06/23/20	AA / Aa2 / AA
MMM Corporation	11,940,000.00	11,940,000.00	2.00%	11,940,000.00	11,950,149.00	1.58%	10%	07/05/19	08/07/20	AA- / A1
Microsoft Corporation	9,719,000.00	9,794,937.64	2.70%	10,000,000.00	9,958,100.00	1.30%	10%	01/24/19	08/08/21	AAA / Aaa / AA+
Johnson & Johnson Corp	14,822,550.00	14,859,074.32	2.66%	15,000,000.00	15,176,100.00	1.97%	10%	02/15/19	03/03/22	AAA / Aaa / AAA
Apple Inc.	15,167,250.00	15,152,522.01	2.53%	15,000,000.00	15,441,750.00	2.01%	10%	06/03/19	02/23/23	AA+ / Aa1 / AA+
Total Medium Term Notes	93,393,506.50	94,285,901.24	2.55%	94,490,000.00	95,166,036.50	12.51%	30%			
Notable CDs										
Toronto Dominion Bank NY	25,000,000.00	25,000,000.00	2.04%	25,000,000.00	24,999,000.00	3.32%	10%	09/05/19	01/07/20	A1+ / P1 / F1+
Total Notable CDs	25,000,000.00	25,000,000.00	2.04%	25,000,000.00	24,999,000.00	3.32%	30%			
Municipal Bonds										
State of California GO Bond	12,191,707.35	12,193,746.98	2.31%	12,195,000.00	12,251,462.85	1.62%	10%	02/15/18	10/01/20	AA- / Aa3 / AA-
State of California GO Bond	12,000,000.00	12,000,000.00	2.35%	12,000,000.00	12,146,640.00	1.59%	10%	04/04/19	04/01/22	AA- / Aa3 / AA-
Total Municipal Bonds	24,191,707.35	24,193,746.98	2.33%	24,195,000.00	24,398,102.85	3.21%	10%			
Checking										
Bank of the West Checking	933,749.12	933,749.12	0.60%	933,749.12	933,749.12	0.12%	-	NA	NA	NR
US Bank Checking	5,435,987.41	5,435,987.41	1.00%	5,435,987.41	5,435,987.41	0.72%	-	NA	NA	NR
Total Checking	6,369,736.53	6,369,736.53	0.84%	6,369,736.53	6,369,736.53	0.85%	10%			
Money Market Funds (3)										
US Bank MMF	1,000,000.00	1,000,000.00	1.50%	1,000,000.00	1,000,000.00	0.13%	10%	NA	NA	NR
CAMP	55,000,000.00	55,000,000.00	2.22%	55,000,000.00	55,000,000.00	7.30%	10%	NA	NA	AAAm
Total Money Market Funds	56,000,000.00	56,000,000.00	2.21%	56,000,000.00	56,000,000.00	7.43%				
Miscellaneous Investments										
LAIF	51,295,983.82	51,295,983.82	2.45%	51,295,983.82	51,295,983.82	6.81%	10%	NA	NA	NR
Union Bank Lockbox	1,375,045.00	1,375,045.00	0.00%	1,375,045.00	1,375,045.00	0.18%	10%	NA	NA	NR
Total Miscellaneous Investments	52,671,028.82	52,671,028.82	2.45%	52,671,028.82	52,671,028.82	6.99%				
GRAND TOTAL	750,518,027.88	753,505,517.58	2.40%	754,725,765.35	756,064,682.96	100%				

(1) Market Value pricing obtained from Union Bank safekeeper (custodial bank).
(2) Split ratings reflect ratings from S&P and Moodys.
(3) Money Market Mutual Fund balances do not include current month interest.

County of Santa Cruz Investment Pool

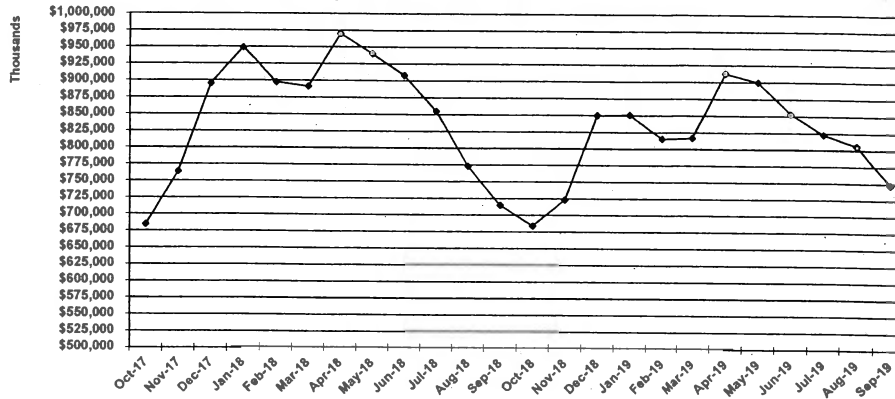
Portfolio Size and Composition

As of September 30, 2019

Monthly Balance History

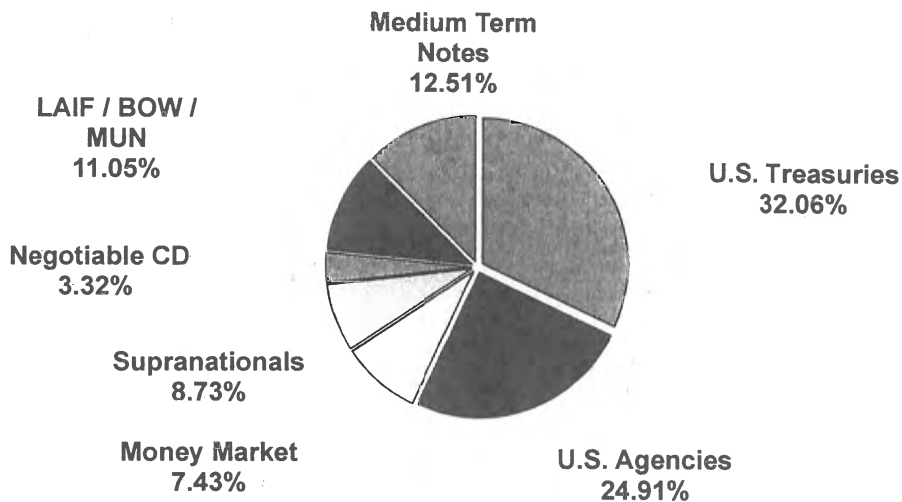
Oct-17	\$ 684,356,827.43
Nov-17	\$ 763,716,802.73
Dec-17	\$ 895,152,385.06
Jan-18	\$ 949,230,650.05
Feb-18	\$ 897,258,528.52
Mar-18	\$ 891,137,699.55
Apr-18	\$ 969,921,984.10
May-18	\$ 939,980,112.42
Jun-18	\$ 907,918,547.25
Jul-18	\$ 854,704,856.33
Aug-18	\$ 772,963,331.43
Sep-18	\$ 714,830,104.72
Oct-18	\$ 684,095,645.04
Nov-18	\$ 723,337,328.50
Dec-18	\$ 849,852,810.14
Jan-19	\$ 850,631,070.40
Feb-19	\$ 814,920,794.72
Mar-19	\$ 816,455,075.11
Apr-19	\$ 912,824,395.26
May-19	\$ 899,889,045.39
Jun-19	\$ 853,052,660.56
Jul-19	\$ 822,650,258.86
Aug-19	\$ 805,975,948.20
Sep-19	\$ 747,883,834.57

Monthly Portfolio Balance Trend



	9/30/2019	6/30/2019	9/30/2018	9/30/2017
U.S. Treasuries	32.06%	31.36%	28.66%	37.79%
U.S. Agencies	24.91%	20.38%	30.26%	33.59%
Supranationals	8.73%	5.79%	6.94%	5.51%
Money Market Fund	7.43%	6.30%	3.48%	3.04%
Commercial Paper	0.00%	0.00%	0.00%	0.00%
Negotiable CD	3.32%	10.84%	8.62%	0.00%
LAIF / BOW / Other	11.05%	13.42%	11.88%	12.15%
Medium Term Note	12.51%	11.91%	10.16%	7.91%
	100%	100%	100%	100%

Portfolio Composition

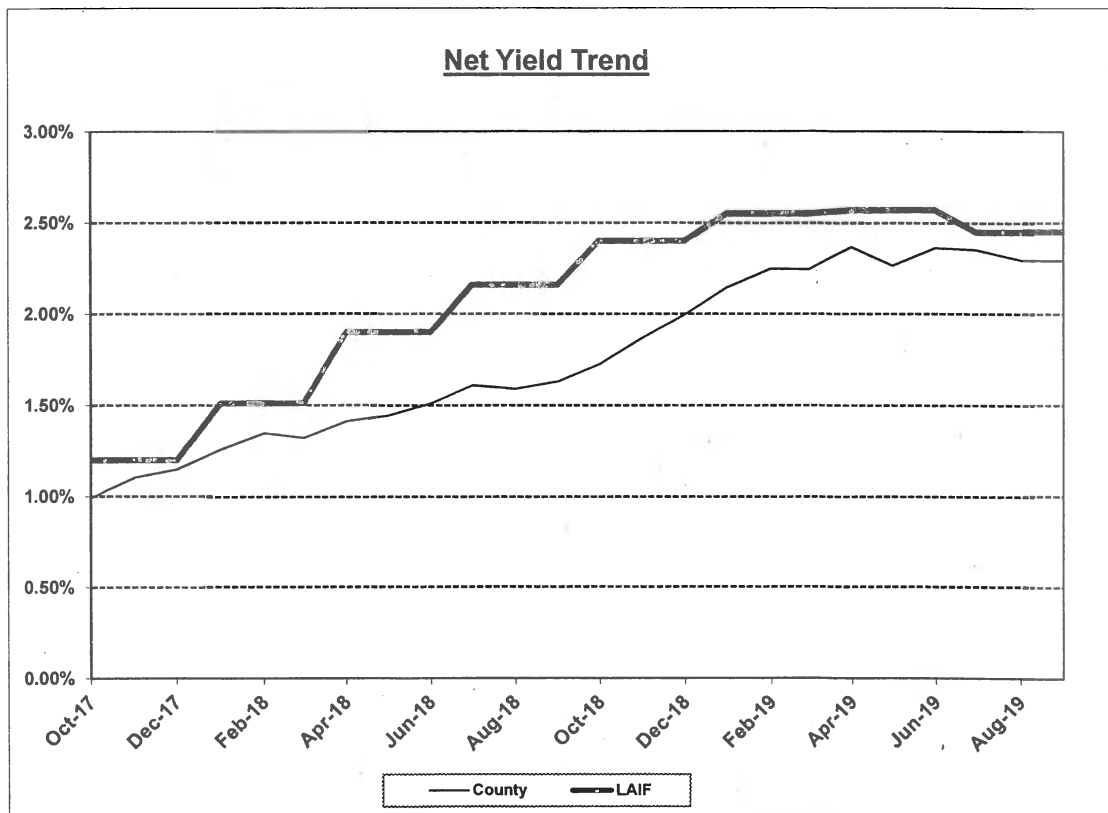


County of Santa Cruz Investment Pool

Portfolio Net Yield

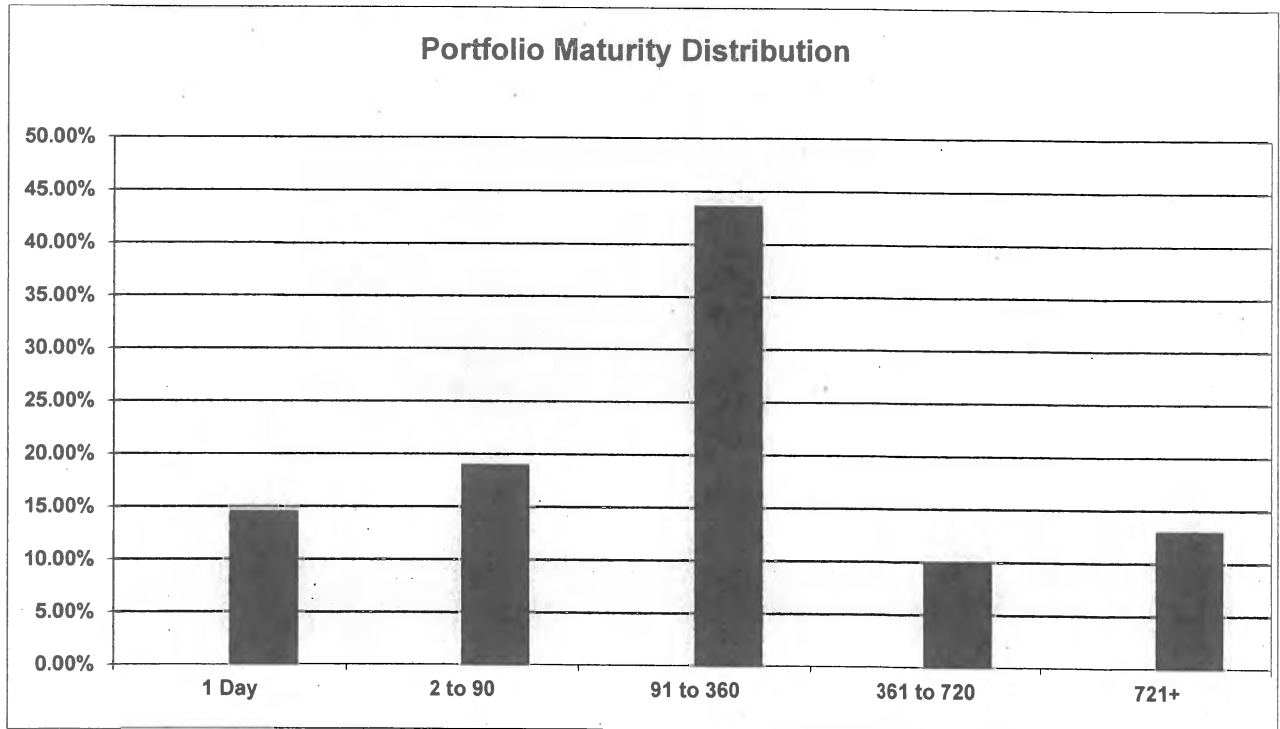
As of September 30, 2019

Apportionment Rate			
Month	County	LAIF	Difference
Oct-17	0.993%	1.200%	-0.21%
Nov-17	1.103%	1.200%	-0.10%
Dec-17	1.148%	1.200%	-0.05%
Jan-18	1.257%	1.510%	-0.25%
Feb-18	1.346%	1.510%	-0.16%
Mar-18	1.319%	1.510%	-0.19%
Apr-18	1.412%	1.900%	-0.49%
May-18	1.445%	1.900%	-0.46%
Jun-18	1.512%	1.900%	-0.39%
Jul-18	1.610%	2.160%	-0.55%
Aug-18	1.590%	2.160%	-0.57%
Sep-18	1.630%	2.160%	-0.53%
Oct-18	1.725%	2.400%	-0.68%
Nov-18	1.870%	2.400%	-0.53%
Dec-18	1.994%	2.400%	-0.41%
Jan-19	2.145%	2.550%	-0.41%
Feb-19	2.246%	2.550%	-0.30%
Mar-19	2.243%	2.550%	-0.31%
Apr-19	2.365%	2.570%	-0.21%
May-19	2.263%	2.570%	-0.31%
Jun-19	2.361%	2.570%	-0.21%
Jul-19	2.350%	2.450%	-0.10%
Aug-19	2.294%	2.450%	-0.16%
Sep-19	2.293%	2.450%	-0.16%

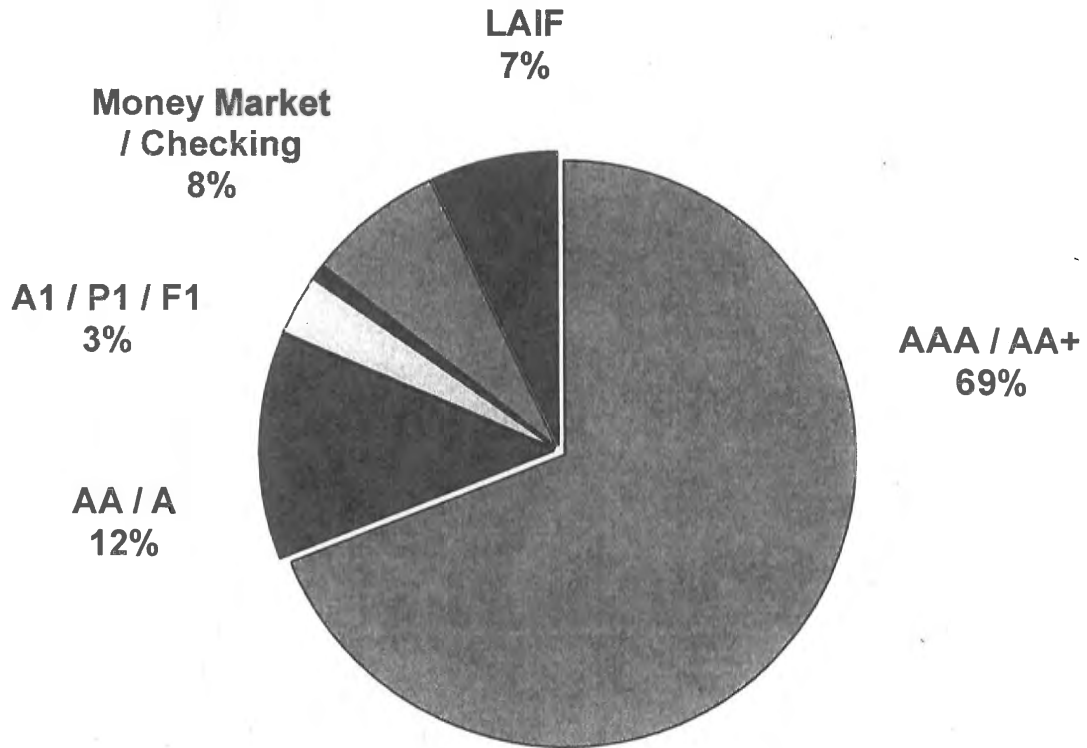


County of Santa Cruz Investment Pool
Maturity Distribution
September 30, 2019

Maturing In:	9/30/2019	6/30/2019	9/30/2018	9/30/2017
1 Day	14.56%	13.95%	17.19%	15.97%
2 to 90	18.97%	28.71%	10.55%	3.22%
91 to 360	43.61%	37.88%	45.56%	29.09%
361 to 720	9.12%	9.19%	16.01%	39.37%
721+	12.96%	10.67%	1.70%	1.43%
Total	100%	100%	100%	100%
WAM (days)	264	234	198	294
Duration	0.71	0.63	0.54	0.80



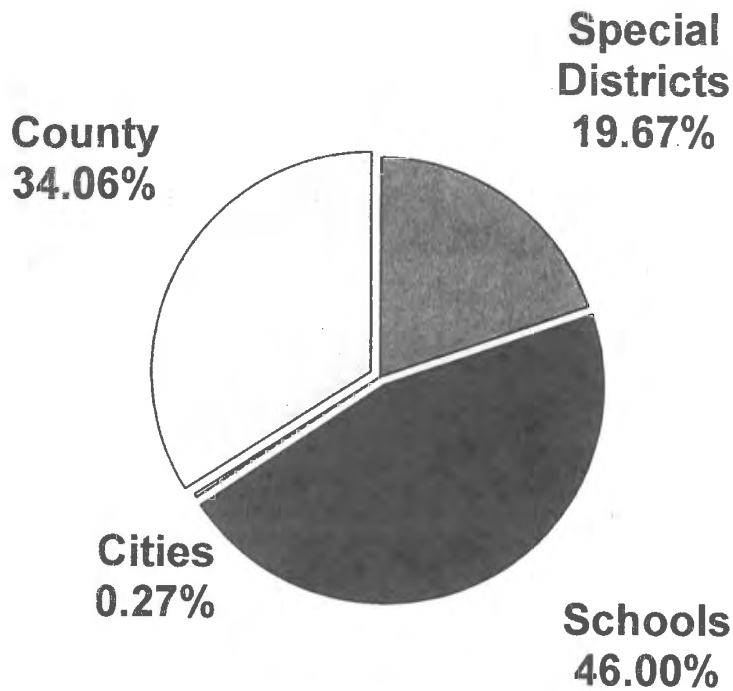
County of Santa Cruz Investment Pool
Credit Quality Distribution
September 30, 2019



Market Value					
Rating	(\$ ml)	9/30/2019	6/30/2019	9/30/2018	9/30/2017
AAA / AA+ *	\$ 521	69%	62%	72%	81%
AA	\$ 94	12%	11%	6%	3%
A	\$ -	0%	0%	0%	0%
A1 / P1 / F1	\$ 25	3%	11%	9%	0%
Checking	\$ 6	1%	2%	1%	3%
Money Market	\$ 56	7%	6%	3%	3%
LAIF / Unrated	\$ 53	7%	9%	9%	9%
Total Portfolio Value	\$ 755	100%	100%	100%	100%

* The AAA / AA+ category includes securities rated Aaa / AAA and Aaa / AA+

County of Santa Cruz Investment Pool
Source of Funds
 As of September 30, 2019



	9/30/2019	9/30/2018	9/30/2017
County	34.06%	36.26%	34.52%
Special Districts	19.67%	13.57%	11.10%
Schools	46.00%	49.86%	54.05%
Cities	0.27%	0.30%	0.32%
Total	100%	100%	100%

DETAILED LIST OF INVESTMENTS OUTSTANDING

As of September 30, 2019

REPORT DESCRIPTION

The **Detailed List of Investments Outstanding** lists active investments in the portfolio on a specific date providing information on the market values, book values, interest rates and yields. It is arranged so that the securities of the same type are grouped together. What follows is a description of the abbreviations used in the report.

CUSIP – The CUSIP number is a 9-character alphanumeric code which identifies a North American financial security for the purposes of facilitating clearing and settlement of trades.

INVESTMENT NUMBER – This is a unique system-generated number assigned to the security. Assigned by the County for internal identification purposes.

ISSUER – The issuer named is the name of the institution which issued the bond.

PURCHASE DATE – This is the date on which the security was purchased.

PAR VALUE – The nominal or face value of a bond. This is the amount that will be received at maturity with accrued interest. It is also the amount that is used in calculating the interest received on the bond.

MARKET VALUE – Market value is the dollar amount the security could have been sold for on the report date. By comparing this number to the book value one is able to determine what, if any, loss or gain we would realize if we were to sell the bond in the open market.

BOOK VALUE – The original cost for each investment adjusted for amortization of premiums or accretions of discounts to the date of the report. Amortizations and accretions are calculated on a straight line basis.

STATED RATE – In most cases this is the coupon rate (rate of interest) set on a bond at the issue date by the issuer. If the security has no coupon (discount note, UST Bill or CP) then the stated rate is the yield to maturity on the date that the bond is purchased. The stated rate is not intended for comparing yields between different investments because the item may have been purchased at a discount or premium to par.

YTM – This is the Yield to Maturity. This is what the yield will be on the bond if it is held to maturity.

DAYS TO MATURITY – This is the number of days remaining between the report date and the maturity date.

MATURITY DATE – The maturity date is the date when a bond matures. On the maturity date an issuer of a security will pay the holder of the security the par value plus any accrued interest earned on the security from the date of last distribution.



Quarterly Reports
Portfolio Management
Portfolio Summary
September 30, 2019

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
U.S. Treasury Notes/ Bonds	188,000,000.00	188,926,418.26	188,673,103.15	25.30	394	162	2.369	2.402
Federal Agency Issues - Coupon	188,000,000.00	188,600,390.00	187,687,491.99	25.17	688	373	2.450	2.484
Medium Term Notes	94,490,000.00	95,146,036.50	94,265,901.24	12.64	797	509	2.527	2.562
Negotiable CDs	25,000,000.00	24,999,000.00	25,000,000.00	3.35	124	98	2.010	2.038
Municipal Bonds	24,195,000.00	24,398,102.85	24,193,746.98	3.24	1,025	637	2.296	2.328
Local Agency Investment Fund (LAIF)	51,295,983.82	51,295,983.82	51,295,983.82	6.88	1	1	2.416	2.450
Treasury Discounts -Amortizing	53,000,000.00	52,918,580.00	52,892,203.33	7.09	184	31	2.396	2.429
Supranationals	66,000,000.00	66,035,390.00	65,752,305.54	8.82	808	466	2.350	2.383
Money Market Mutual Funds 02	56,000,000.00	56,000,000.00	56,000,000.00	7.51	1	1	2.181	2.212
Investments	746,980,983.82	748,319,901.43	745,760,736.05	100.00%	495	267	2.384	2.418

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Total Earnings	September 30	Period
Current Year	4,608,741.78	
Average Daily Balance	792,651,385.39	
Effective Rate of Return	2.31%	

Santa Cruz County Treasurer,

Reporting period 07/01/2019-09/30/2019
Data Updated: SET_QE: 10/16/2019 12:06
Run Date: 10/16/2019 - 12:06

No fiscal year history available

Portfolio SCRZ
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Report Ver. 7.3.6.1

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Portfolio Details - Investments

September 30, 2019

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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	YTM 365	Days to Maturity	Maturity Date
U.S. Treasury Notes/ Bonds												
912828T59	22276	US Treasury N/B		07/19/2018	20,000,000.00	19,991,600.00	19,988,796.91	1.000	2.458	2.492	14	10/15/2019
912828F62	22292	US Treasury N/B		11/21/2018	20,000,000.00	19,990,200.00	19,980,786.70	1.500	2.655	2.692	30	10/31/2019
912828U32	22289	US Treasury N/B		11/09/2018	15,000,000.00	14,980,650.00	14,967,947.17	1.000	2.732	2.770	45	11/15/2019
912828U12	22294	US Treasury N/B		11/28/2018	20,000,000.00	19,962,600.00	19,908,908.80	1.375	2.732	2.770	122	01/31/2020
912828W22	22307	US Treasury N/B		02/04/2019	20,000,000.00	19,957,000.00	19,913,179.44	1.375	2.519	2.554	137	02/15/2020
912828Y4	22297	US Treasury N/B		12/13/2018	18,000,000.00	18,025,380.00	17,962,612.16	2.250	2.725	2.763	151	02/29/2020
9128284J6	22303	US Treasury N/B		01/17/2019	13,000,000.00	13,037,050.00	12,984,390.99	2.375	2.550	2.585	212	04/30/2020
912828X96	22328	US Treasury N/B		07/15/2019	20,000,000.00	20,004,328.26	19,986,931.13	1.500	1.984	2.011	227	05/15/2020
912828XM7	22326	US Treasury N/B		07/02/2019	20,000,000.00	19,961,800.00	19,949,493.67	1.625	1.906	1.933	304	07/31/2020
912828NT3	22331	US Treasury N/B		08/08/2019	10,000,000.00	10,065,600.00	10,074,832.44	2.625	1.731	1.755	319	08/15/2020
9128282V1	22333	US Treasury N/B		08/23/2019	13,000,000.00	12,950,210.00	12,955,223.74	1.375	1.716	1.740	350	09/15/2020
Subtotal and Average					189,000,000.00	188,926,418.26	188,673,103.15		2.369	2.402	162	

Federal Agency Issues - Coupon												
47 3137EADM8	22274	Fed Home Loan Mtg. Corp		07/02/2018	15,000,000.00	14,999,550.00	14,999,509.00	1.250	2.419	2.453	1	10/02/2019
3133EJ4K2	22301	Federal Farm Credit Bank		01/03/2019	16,000,000.00	16,031,680.00	16,000,000.00	2.625	2.589	2.625	94	01/03/2020
3137EAE5	22244	Fed Home Loan Mtg. Corp		11/15/2017	15,000,000.00	14,981,700.00	14,988,756.14	1.500	1.736	1.760	108	01/17/2020
3130ADN32	22259	Federal Home Loan Bank		02/09/2018	10,000,000.00	10,007,200.00	9,998,019.39	2.125	2.151	2.181	133	02/11/2020
3130A12B3	22305	Federal Home Loan Bank		01/24/2019	10,000,000.00	10,009,300.00	9,977,819.07	2.125	2.591	2.627	164	03/13/2020
3133EJRL5	22270	Federal Farm Credit Bank		06/11/2018	13,000,000.00	13,065,260.00	12,997,551.08	2.550	2.543	2.578	254	06/11/2020
3134GBXV9	22284	Fed Home Loan Mtg. Corp		10/25/2018	20,000,000.00	19,990,600.00	19,843,029.13	1.850	2.844	2.883	286	07/13/2020
3135G0T60	22332	Federal National Mort. Assoc.		08/09/2019	12,000,000.00	11,971,860.00	11,978,126.67	1.500	1.744	1.768	303	07/30/2020
3130ACLP7	22313	Federal Home Loan Bank		03/15/2019	10,000,000.00	10,000,200.00	9,933,774.61	1.950	2.536	2.571	401	11/05/2020
3130AGTM7	22330	Federal Home Loan Bank		07/29/2019	15,000,000.00	15,005,850.00	15,000,000.00	2.125	2.096	2.125	486	01/29/2021
3133EKF6	22297	Federal Farm Credit Bank		04/05/2019	12,000,000.00	12,075,480.00	11,979,781.33	2.230	2.313	2.345	552	04/05/2021
3133EJT74	22290	Federal Farm Credit Bank		11/15/2018	13,000,000.00	13,373,360.00	12,991,125.57	3.050	3.042	3.084	776	11/15/2021
3134GSJ55	22300	Fed Home Loan Mtg. Corp		12/27/2018	12,000,000.00	12,034,200.00	12,000,000.00	3.050	3.008	3.050	818	12/27/2021
3134GS7E9	22314	Fed Home Loan Mtg. Corp		03/25/2019	15,000,000.00	15,054,150.00	15,000,000.00	2.600	2.564	2.600	906	03/25/2022
Subtotal and Average					188,000,000.00	188,600,390.00	187,687,491.99		2.450	2.484	373	

Medium Term Notes												
89236TDH5	22296	Toyota Motor Credit Corp		12/11/2018	9,000,000.00	8,997,750.00	8,994,468.08	1.550	2.836	2.876	17	10/18/2019
90331HNJ8	22299	US Bank NA		12/21/2018	12,000,000.00	12,008,520.00	11,975,828.57	2.350	2.971	3.012	114	01/23/2020
037833CK4	22248	Apple Inc		11/21/2017	11,550,000.00	11,548,267.50	11,544,935.70	1.900	2.000	2.028	129	02/07/2020
931142EG4	22271	Wal-Mart Stores Inc.		06/27/2018	10,000,000.00	10,065,400.00	10,004,134.92	2.850	2.753	2.791	266	06/23/2020
88579YAQ4	22327	MMM Corp		07/05/2019	11,940,000.00	11,950,149.00	11,940,000.00	2.000	1.972	1.999	311	08/07/2020

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Data Updated: SET_QE: 10/16/2019 12:06

Run Date: 10/16/2019 - 12:06

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Portfolio Details - Investments

September 30, 2019

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	Days to Maturity	YTM 365	Maturity Date
Medium Term Notes												
594918BP8	22304	Microsoft Corp		01/24/2019	10,000,000.00	9,958,100.00	9,794,937.64	1.550	2.665	2.702	677	08/08/2021
478160CD4	22309	Johnson & Johnson Corp		02/15/2019	15,000,000.00	15,176,100.00	14,859,074.32	2.250	2.620	2.656	884	03/03/2022
037833BU3	22323	Apple Inc		06/03/2019	15,000,000.00	15,441,750.00	15,152,522.01	2.850	2.499	2.534	1,241	02/23/2023
		Subtotal and Average	99,374,854.64		94,490,000.00	95,146,036.50	94,265,901.24		2.527	2.562	509	
Negotiable CDs												
89114N2K0	22334	Toronto Dominion Bank NY		09/05/2019	25,000,000.00	24,999,000.00	25,000,000.00	2.010	2.010	2.038	98	01/07/2020
		Subtotal and Average	39,184,782.61		25,000,000.00	24,999,000.00	25,000,000.00		2.010	2.038	98	
Municipal Bonds												
13063DDE5	22260	State of California		02/15/2018	12,195,000.00	12,251,462.85	12,193,746.98	2.300	2.275	2.307	366	10/01/2020
13063DLY2	22316	State of California		04/04/2019	12,000,000.00	12,146,640.00	12,000,000.00	2.350	2.318	2.350	913	04/01/2022
		Subtotal and Average	24,324,026.84		24,195,000.00	24,398,102.85	24,193,746.98		2.296	2.328	637	
Local Agency Investment Fund (LAIF)												
SYS6501	6501	LAIF (General Fund)			51,295,983.82	51,295,983.82	51,295,983.82	2.450	2.416	2.450	1	
		Subtotal and Average	48,044,742.22		51,295,983.82	51,295,983.82	51,295,983.82		2.416	2.450	1	
Union Bank Activity - Dividend												
SYS21111	21111	Union Bank			-0.01	-0.01	-0.01	1.860	1.835	1.860	1	
		Subtotal and Average	28.95		0.00	-0.01	0.00		0.000	0.000	0	
Treasury Discounts -Amortizing												
912796RF8	22322	US Treasury Bill		05/15/2019	18,000,000.00	17,992,080.00	17,989,425.00	2.350	2.406	2.439	9	10/10/2019
912796RM3	22315	US Treasury Bill		03/27/2019	20,000,000.00	19,964,600.00	19,951,653.33	2.352	2.415	2.448	37	11/07/2019
912796ST7	22324	US Treasury Bill		06/03/2019	15,000,000.00	14,961,900.00	14,951,125.00	2.300	2.358	2.390	51	11/21/2019
		Subtotal and Average	68,567,558.33		53,000,000.00	52,918,580.00	52,892,203.33		2.396	2.429	31	
Supranationals												
459058FS7	22214	Int Bank of Recon & Redev		01/04/2017	10,000,000.00	9,985,700.00	9,992,118.12	1.125	1.623	1.646	57	11/27/2019
4581X0CP1	22312	Inter-American Devel Bank		03/05/2019	16,000,000.00	15,991,040.00	15,917,337.96	1.875	2.584	2.620	259	06/16/2020
459050VMC7	22275	International Fin Corp		07/03/2018	10,000,000.00	10,027,000.00	10,000,000.00	2.610	2.574	2.610	272	06/29/2020
4581X0CS5	22308	Inter-American Devel Bank		02/08/2019	15,000,000.00	15,022,800.00	14,844,253.63	1.875	2.576	2.612	531	03/15/2021
459050U6X7	22329	Int Bank of Recon & Redev		07/22/2019	15,000,000.00	15,008,850.00	14,998,595.83	2.240	2.213	2.243	1,025	07/22/2022
		Subtotal and Average	62,294,752.79		66,000,000.00	66,035,390.00	65,752,305.54		2.350	2.383	466	

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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	YTM 365	Days to Maturity	Maturity Date
Money Market Mutual Funds 02												
SYS011119	22302	CAMP		01/11/2019	55,000,000.00	55,000,000.00	55,000,000.00	2.220	2.190	2.220	1	
157 519 832 743	22283	US Bank MMMF		10/23/2018	1,000,000.00	1,000,000.00	1,000,000.00	1.750	1.726	1.750	1	
		Subtotal and Average	42,942,574.35		56,000,000.00	56,000,000.00	56,000,000.00		2.181	2.212	1	
Total and Average			792,651,385.39		746,980,983.82	748,319,901.43	745,760,736.05		2.384	2.418	267	

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Data Updated: SET_QE: 10/16/2019 12:06
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STATEMENT OF ASSETS IN THE COUNTY TREASURY

TO WHOM IT MAY CONCERN:

Brown Armstrong Accountancy Corporation hereby certifies that on the 28th day of June, 2019, at 4:00 p.m., the money in the Treasury of the County of Santa Cruz (the County) was counted pursuant to the provisions of Section 26920 et seq. of the Government Code of the State of California. We hereby make the following statement:

The money and receipts for bank deposits and investments in the County Treasury on June 28, 2019, as shown by the books in the Auditor-Controller's Office should have been

\$ 876,772,311.05

The amounts of money and receipts for bank deposits and investments in the County Treasury actually were

\$ 876,772,311.05

The amounts and detail of money and the amounts of receipts for bank deposits and investments, which were actually in the County Treasury are described below:

Transactions after close of business

Currency and coin on hand at close of business	\$ 5,183.75
Deposits in transit	62,100.00
Cash in banks	19,820,743.19
Pooled investments	
U.S. Treasury notes/bonds and discounts	272,827,873.45
Federal agency issues	178,148,286.81
Negotiable certificates of deposit	95,000,000.00
Medium-term notes	104,037,656.50
Municipal bonds	24,191,707.35
Other investments	182,678,760.00
GRAND TOTAL	<u>\$ 876,772,311.05</u>

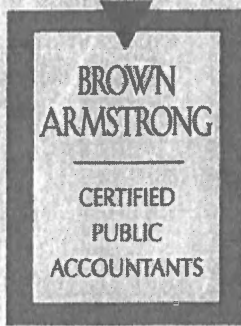
FILED

JUL 25 2019

GAIL L. PELLERIN, CLERK

By


Deputy
Santa Cruz County



BROWN ARMSTRONG

Certified Public Accountants

INDEPENDENT ACCOUNTANT'S REPORT ON APPLYING AGREED-UPON PROCEDURES

To the Board of Supervisors
County of Santa Cruz, California

We have performed the procedures enumerated below, which were agreed to by the County of Santa Cruz, California (the County), on the cash and securities of the County as of June 28, 2019. The County's management is responsible for the cash and securities of the County. The sufficiency of the procedures is solely the responsibility of the County. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

Our procedures and findings are as follows:

- 1) We observed the cash and securities count in the custody of the County Treasurer, as of the close of business on June 28, 2019, as set forth in the accompanying statement.
- 2) We compared the totals counted with the cash and securities as shown by the accounts of the Treasurer of the County and as shown in the accounts of the custodians and found them to be in agreement.
- 3) We verified that records of the County Treasury for cash and investments were reconciled.
- 4) We verified that the investments were in compliance with the 2019 Investment Policy as of June 28, 2019.

This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to, and did not, conduct an audit or review, the objective of which would be the expression of an opinion or conclusion, respectively, on the cash and securities of the County. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information and use of the Board of Supervisors and the County and is not intended to be, and should not be, used by anyone other than these specified parties.

BROWN ARMSTRONG
ACCOUNTANCY CORPORATION

Brown Armstrong
Accountancy Corporation

Bakersfield, California
July 18, 2019

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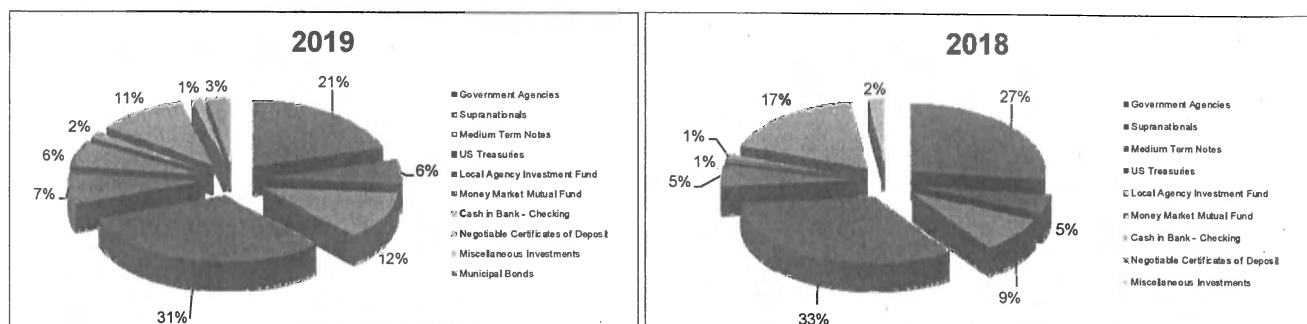
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Requirement	Policy Section	Deemed Compliant
a) Authorized securities maximum percentages by type	Exhibits A and B	Yes
b) Maximum terms	Exhibits A and B	Yes
c) Criteria for selection of brokers; prohibition of political contribution	Pages 5 – 6 Page 6	Yes Yes
d) Limits on gifts	Page 6	Yes
e) Investment Report to Commission	Page 10	Yes
f) Calculations of treasurer's costs (Government Code Section 27013)	Page 10	Yes
g) Voluntary depositors	Page 9	Yes
h) Requests for withdrawal	Page 9	Yes

QUARTERLY REPORTING

The County's Investment Policy states that "The Treasurer will report to the Board of Supervisors and the Treasury Oversight Commission on a quarterly basis the holdings, status, and earnings of the portfolio." Reports were submitted on a quarterly basis, as required by the Investment Policy for the fiscal year ended June 30, 2019.

INVESTMENTS BY TYPE ⁽¹⁾



⁽¹⁾ The investment percentages are based on a percentage of Total Cash and Investments and the gross of Outstanding Checks, which differs from the tables below as they are based on Net Cash and Investments, net of outstanding checks.

Cash and Investments at Fair Market Values:

	June 30, 2019		June 30, 2018	
	\$	%	\$	%
Government Agencies	\$ 179,588,665	21.10%	\$ 231,460,080	27.59%
Supranationals	50,948,550	5.98%	39,567,650	4.72%
Medium Term Notes	105,058,110	12.34%	75,723,322	9.03%
US Treasuries	275,141,780	32.32%	285,403,828	34.03%
Local Agency Investment Fund	65,238,769	7.66%	45,288,461	5.40%
Money Market Mutual Fund	55,200,000	6.48%	5,000,000	0.60%
Cash in Bank - Checking	16,082,005	1.89%	10,537,545	1.26%
Negotiable Certificates of Deposit	95,022,400	11.16%	151,170,316	18.02%
Miscellaneous Investments	12,000,000	1.41%	17,323,394	2.07%
Municipal Bonds	24,381,126	2.86%	-	0.00%
Total Cash and Investments	878,661,405	103.20%	861,474,596	102.72%
Outstanding Checks	(27,377,023)	-3.20%	(22,691,917)	-2.72%
Net Cash and Investments	<u>\$ 851,284,382</u>	<u>100.00%</u>	<u>\$ 838,782,679</u>	<u>100.00%</u>

BACKGROUND AND GENERAL

In 1995, the California legislature passed provisions requiring each county of California to establish an oversight commission of 3 to 11 members representing various organizations, where the pool of organizations was also specified in the legislation. The purpose of such a commission was to oversee the policies that guide the investment of public funds by a California county. The commission was not to impinge on the day-to-day operations of a county's treasurer, but rather to review and monitor a county treasurer's investment policy and reporting. In 2005, the law changed to make the commission optional at the discretion of a California county. The County of Santa Cruz (the County) has elected to continue its Treasury Oversight Commission (the Commission) that was previously established under the provisions of the California legislature.

COMPLIANCE AUDIT

This oversight legislation included many specific requirements such as the required contents of the County Treasurer's Investment Policy (the Investment Policy). The California Government Code Section (Government Code) 27134 requires an annual audit to determine compliance with the provisions contained in Sections 27130-27137 of the Government Code.

COMMISSION FORMATION AND OPERATION

This oversight legislation allows members of the Commission to be from the following organizations:

- County Treasurer
- County Auditor - Controller
- Board of Supervisors
- Superintendent of Schools
- School Districts
- Special Districts
- Members of the Public (up to five but the majority must have public finance background)

The County elected to have the County Auditor–Controller–Treasurer–Tax Collector act in an advisory role for the Commission. This role primarily acts as a staffing function as it relates to the County Treasurer.

The intent of the legislation was to give broad representation to the groups with a vested interest in a county's treasury pool. Santa Cruz County Ordinance 4433 § 1 in 1996 authorized the establishment of the Commission. A list of the members of the County's Commission for the fiscal year ended June 30, 2019, is located at page 3, within the Supplemental Information.

INVESTMENT POLICY STATEMENT

Government Code Section 27133 requires a county treasurer to annually prepare an investment policy statement that is reviewed by the Commission. For the year ended June 30, 2019, the County's 2019 Investment Policy was reviewed and discussed by the Commission at its October 2018 meeting and was adopted by the County's Board of Supervisors in December 2018.

INVESTMENT POLICY REVIEW

The County Auditor–Controller–Treasurer–Tax Collector and the County Treasury–Tax-Collections Manager have reviewed the requirements specified in Government Code Section 27133 and concluded that the 2019 Investment Policy of the County addresses all the required provisions as well as the guidelines intended by the Government Code. Below, we have included the requirements that were reviewed by the County Auditor–Controller–Treasurer–Tax Collector and the County Treasury–Tax-Collections Manager including our overall conclusion, based on such review:

COMMISSION MEMBERS

<u>Member</u>	<u>Organization Appointed From</u>
Angela Aitken, Chairperson	Special Districts
Chris Schiermeyer, Vice-Chairperson	School Districts
Bruce McPherson	Board of Supervisors
Greg Caput	Board of Supervisors
Faris Sabbah	Superintendent of Schools
Mary Hart	Governing Body of the School
Ron Sekkel	Public Member
Mary Jo Walker	Public Member
Lynette Hamby	School Districts
John Stipes	Special Districts
 <u>Advisory</u>	
Edith Driscoll	County Auditor–Controller–Treasurer–Tax Collector
David Zweig	County Treasury–Tax-Collections Manager

SUPPLEMENTAL INFORMATION

Opinion

In our opinion the County complied, in all material respects, with the Commission's provisions contained in Sections 27130-27137 of the Government Code referred to above that could have a direct and material effect on the County for the fiscal year ended June 30, 2019.

Report on Internal Control Over Compliance

Management of the County is responsible for establishing and maintaining effective internal control over compliance with the compliance requirements referred to above. In planning and performing our audit of compliance, we considered the County's internal control over compliance to determine the auditing procedures for the purpose of expressing our opinion on compliance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the County's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a compliance requirement will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be deficiencies, significant deficiencies, or material weaknesses in internal control over compliance. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weakness may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on requirements of the Commission's provisions contained in Sections 27130-27137 of the Government Code. Accordingly, this report is not suitable for any other purpose.

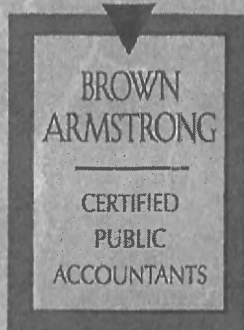
Supplemental Information

Our audit was conducted for the purpose of forming an opinion on the County's compliance with the requirements specified in Sections 27130-27137 of the Government Code. The accompanying supplementary information is presented for additional analysis and is not specifically required per Sections 27130-27137 of the Government Code. Such information is the responsibility of management. Such information has not been subjected to the auditing procedures applied in the audit of the basic financial statements of the County for the fiscal year ended June 30, 2019, therefore, we do not express an opinion or any other form of assurance on it.

BROWN ARMSTRONG
ACCOUNTANCY CORPORATION

Brown Armstrong
Accountancy Corporation

Bakersfield, California
September 6, 2019



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MEMBER of the American Institute of
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BROWN ARMSTRONG

Certified Public Accountants

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE IN ACCORDANCE WITH THE TREASURY OVERSIGHT COMMISSION PROVISIONS CONTAINED IN SECTIONS 27130-27137 OF THE CALIFORNIA GOVERNMENT CODE AND ON INTERNAL CONTROL OVER COMPLIANCE AND ON RELATED SUPPLEMENTAL INFORMATION

Members of the Treasury Oversight Commission
of the County of Santa Cruz
Santa Cruz, California

Report on Compliance with the California Government Code

We have audited the County of Santa Cruz's (the County) compliance with the Treasury Oversight Commission's (the Commission) provisions contained in Sections 27130-27137 of the California Government Code (Government Code) that could have a direct and material effect on the County for the fiscal year ended June 30, 2019. Compliance with the requirements referred to above is the responsibility of the County's management. Our responsibility is to express an opinion on the County's compliance based on our audit. We did not audit, verify, or confirm the existence of the investments as this was not within the scope of this engagement. These procedures are included as part of the audit of the County's basic financial statements for the fiscal year ended June 30, 2019.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance with the Commission's provisions contained in Sections 27130-27137 of the Government Code. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the Government Code. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the compliance requirements referred to above that could have a direct and material effect on the County has occurred. An audit includes examining, on a test basis, evidence about the County's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance with the Commission's provisions contained in Sections 27130-27137 of the Government Code. However, our audit does not provide a legal determination of the County's compliance with those requirements.

FINANCIAL SECTION

**COUNTY OF SANTA CRUZ
TREASURY OVERSIGHT COMMISSION
JUNE 30, 2019**

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COUNTY OF SANTA CRUZ

**TREASURY OVERSIGHT COMMISSION
COMPLIANCE AUDIT**

FISCAL YEAR ENDED JUNE 30, 2019

Banker's Acceptances. Briefly stated, the function of the bankers' acceptance is as follows: A borrower may, under certain circumstances, obtain short-term credit by arranging for his bank to accept a time draft upon it. The bank stamps its official accepted across the face of the draft and converts it into a bankers' acceptance. The instrument, now being a bank obligation, may be sold to an acceptance dealer who, in turn, may sell it to an investor. Most BAs arise out of transactions involving the trade of manufactured goods or commodities. Maturities range from one to 180 days.

Commercial Paper is a short-term promissory note issued by a company to finance current transactions. All commercial paper is negotiable, but most commercial paper sold to investors is held to maturity. Commercial paper is issued not only by industrial and manufacturing firms but also by finance companies. Notes are sold on a discount or interest-bearing basis with maturities not exceeding 270 days.

Medium Term Notes are obligations that have maturities of less than 5 years and are issued by corporations or depositories organized and operating in the U.S.

Negotiable Certificate of Deposit (NCD). It is a receipt for deposit of a stated sum in the bank on a given date, together with a promise to redeem this sum plus interest at the indicated rate on a designated date. The instrument is negotiable because it is payable either to bearer or to the order of the depositor.

Repurchase Agreements (RP or Repos). A holder of securities sells securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. Repurchase agreements are usually for short periods of time (one to five days), when large sums are received that will be needed in the next day or two. As a result, they are often called overnight repos. From the point of view of investors, overnight repos offer several attractive features. First, by rolling overnight repos, investors can keep surplus funds invested without losing liquidity or incurring a price risk. Second, because repo transactions are secured by top quality paper, investors expose themselves to little or no risk.

Guaranteed Investment Contract (GIC). This is a fixed income agreement offered by insurance companies. GICs offer to pay a specific interest rate over a period of time. Some GICs are eligible for early redemption, with or without penalty, which eliminates market risk if interest rates rise. In Santa Cruz County it is only used for the investment of secured indebtedness and only if the note documentation permits such an investment.

Money Market (Mutual) Fund. A money market mutual fund is a pooled fund that invests in a number of money market vehicles (CD's, CP, T-Bills, etc.). These funds are designed to pay the investor interest, as well as provide full liquidity. Maturities of the underlying investments are 13 months or less.

Federal Farm Credit Bank (FFCB) debentures are consolidated obligations of the 37 Farm Credit Banks issued with a fixed coupon rate with maturities ranging from 6 months to 20 years. A debenture is a bond secured only by the general credit of the issuer.

Federal Home Loan Bank (FHLB) Discount notes are consolidated obligations of 12 District banks issued with a fixed coupon rate with maturities ranging from one to ten years. Although the FHLB operates under federal charter with government supervision, the securities are not guaranteed by the U.S. government. However, the banks are required to maintain a considerable reserve pledged against the outstanding debt. They are therefore considered relatively risk free.

Federal National Mortgage Association (Fannie Mae) Discount notes are consolidations of government chartered private corporations issued on a discount basis with maturities under one year. They are guaranteed by the corporations, but not by the U.S. government. Many investors consider the securities a moral obligation of the U.S. government and believe Congress would intervene before allowing default.

Federal National Mortgage Association (Fannie Mae) debentures are obligations issued by the Association with a fixed coupon rate and various maturities. A debenture is a bond secured only by the general credit of the issuer.

Local Agency Investment Fund (LAIF) is the state sponsored investment fund. LAIF is an excellent cash management tool to help meet most of the unexpected cash demands. Currently the state limits the county's investment in this pool to \$65,000,000.

Federal Home Loan Mortgage Corporation (Freddie Mac) Participation Notes are issues of the Federal Home Loan Mortgage Corporation representing undivided interests in conventional mortgages underwritten and previously purchased by it. The corporation guarantees the timely payment of interest at the certificate rate and full return of principal. Participation Certificates have original final payment dates of 30 years.

Government National Mortgage Association (Ginnie Mae) Pass Through are issues of the wholly owned government corporation within the Department of Housing and Urban Development. Principal and interest payment collected on mortgages in specified pools are passed through to holders of GNMA Guaranteed certificates after deduction of servicing and guaranty fees. GNMA's have original stated maturities of 12 to 40 years. For Santa Cruz County, these are used only as collateral for overnight repurchase agreements.

Municipal Securities (Notes and Bonds) Debt securities issued by state and local governments and their agencies are referred to as municipal securities. Such securities can be divided into two broad categories: bonds issued to finance capital projects and short term notes sold in anticipation of the receipt of other funds, such as taxes or proceeds from a bond issue.

DESCRIPTION OF INVESTMENT INSTRUMENTS

The investment activities of County Treasurers are restricted by state law to a select group of government securities and prime money market instruments. To reduce the risk inherent in any one instrument, state law further limits the percentage of the county's portfolio that can be invested in any one type of security.

The types of securities available to the County Treasurer can be divided into three main categories: 1) U.S. Treasury bills, notes and bonds. They are guaranteed by the U.S. Government and are considered to have no credit risk. They also typically have the lowest yield of the securities available for investing. 2) Securities issued by U.S. Government Agencies and Instrumentalities. These securities consist mostly of notes and debentures of agencies and government sponsored corporations. They are not guaranteed by the U.S. government and therefore have some credit risk. Their yield is typically higher than U.S. Treasury securities. 3) Prime money market securities. These consist of securities such as bankers' acceptances, certificates of deposit, commercial paper and municipal bonds. The yield is typically higher than the other types of securities in which the county invests but the risk is also higher. Through diversification and purchasing only highly rated paper, the credit risk is kept to an acceptable minimum. Each of the securities in these three categories is subject to market risk if sold prior to maturity.

What follows is a brief description of the different securities used by the County Treasurer:

U.S. Treasury Notes and Bonds are long term obligations of the U.S. government, which bear coupons. Interest is payable every six months at a rate of one-half the annual coupon. Treasury bonds and notes trading is conducted by the same securities dealers who trade T bills. In the secondary market, prices are quoted in thirty-seconds of 1 percent. Except for their maturities, notes and bonds are identical regardless of their label. Notes are issued for original maturities of one to 10 years. Bonds are issued with original maturities of more than 10 years.

U.S. Treasury Bills are unusual instruments because they bear no specific interest rate. Rather, they are issued originally at a discount from its ultimate maturity (par) value. Because T Bills are issued and traded at a discount, investors receive their returns at maturity or on subsequent resale, which ordinarily will be at prices higher than the original discount.

Federal Farm Credit Bank (FFCB) Discount Notes. FFCB is an instrumentality of the U.S. Government. The notes are the consolidated obligations of the 37 Farm Credit Banks issued on a discount basis with maturities of one year or less. Although not as risk free as Treasury notes, most experts believe the U.S. government has a moral commitment to the farm credit system.

Quarterly Reports
Accrued Interest

Sorted by Security Type - Maturity Date

Page 3

CUSIP	Investment #	Security Type	Par Value	Maturity Date	Current Rate	* Beginning Accrued Interest	Adjusted Acc'd Int. at Purchase During Period	Interest Earned	Interest Received	* Ending Accrued Interest
Supranationals										
459058FS7	22214	MC6	10,000,000.00	11/27/2019	1.125	10,375.00	0.00	28,125.00	0.00	38,500.00
4581X0CP1	22312	MC6	16,000,000.00	08/16/2020	1.875	12,500.00	0.00	75,000.00	0.00	87,500.00
45950VMC7	22275	MC6	10,000,000.00	08/29/2020	2.610	131,950.00	0.00	65,250.00	130,500.00	66,700.00
4581X0CS5	22308	MC6	15,000,000.00	03/15/2021	1.875	82,812.50	0.00	70,312.50	140,625.00	12,500.00
45905U6X7	22329	MC6	15,000,000.00	07/22/2022	2.240	0.00	0.00	64,400.00	0.00	64,400.00
		Subtotal	66,000,000.00			237,637.50	0.00	303,087.50	271,125.00	269,600.00
Money Market Mutual Funds 02										
032 005 207	21923	RRP	0.00		1.910	1,495.42	0.00	581.73	2,077.15	0.00
SYS011119	22302	RRP	55,000,000.00		2.220	90,373.74	0.00	241,229.70	271,390.75	60,212.69
157 519 832 743	22283	RRP	1,000,000.00		1.750	2,543.20	0.00	6,174.65	6,088.71	2,629.14
		Subtotal	56,000,000.00			94,412.36	0.00	247,986.08	279,556.61	62,841.83
		Total	693,980,983.81			3,980,563.39	493,242.84	3,633,394.29	5,066,549.08	3,040,651.44

* Beginning Accrued may not include investments that redeemed in the previous month that had outstanding accrued interest. Ending Accrued includes outstanding purchase

Portfolio SCRZ

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Report Ver. 7.3.6.1

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Quarterly Reports

Accrued Interest

Sorted by Security Type - Maturity Date

CUSIP	Investment #	Security Type	Par Value	Maturity Date	Current Rate	* Beginning Accrued Interest	Adjusted Acc'd Int. at Purchase During Period	Interest Earned	Interest Received	* Ending Accrued Interest
Medium Term Notes		Subtotal	188,000,000.00			1,031,508.63	4,500.00	1,074,870.83	1,099,975.00	1,010,904.46
63254AAQ1	22280	MTN	0.00	07/12/2019	1.375	77,458.33	0.00	5,041.67	82,500.00	0.00
594918BN3	22200	MTN	0.00	08/08/2019	1.100	43,694.44	0.00	11,305.56	55,000.00	0.00
89236TDH5	22296	MTN	9,000,000.00	10/18/2019	1.550	28,287.50	0.00	34,875.00	0.00	63,162.50
90331HNJ8	22299	MTN	12,000,000.00	01/23/2020	2.350	123,766.67	0.00	70,500.00	141,000.00	53,266.67
037833CK4	22248	MTN	11,550,000.00	02/07/2020	1.900	87,780.00	0.00	54,862.50	109,725.00	32,917.50
931142EG4	22271	MTN	10,000,000.00	06/23/2020	2.850	6,333.33	0.00	71,250.00	0.00	77,583.33
88579YAA4	22327	MTN	11,940,000.00	08/07/2020	2.000	0.00	98,173.33	57,046.67	119,400.00	35,820.00
594918BP8	22304	MTN	10,000,000.00	08/08/2021	1.550	61,569.44	0.00	38,750.00	77,500.00	22,819.44
478160CD4	22309	MTN	15,000,000.00	03/03/2022	2.250	110,625.00	0.00	84,375.00	168,750.00	26,250.00
037833BU3	22323	MTN	15,000,000.00	02/23/2023	2.850	152,000.00	0.00	106,875.00	213,750.00	45,125.00
Subtotal			94,490,000.00			691,514.71	98,173.33	534,881.40	967,625.00	356,944.44
Negotiable CDs										
89114MA49	22318	NCB	0.00	07/02/2019	2.560	154,666.66	0.00	1,777.78	156,444.44	0.00
85325T2K0	22310	NCB	0.00	07/22/2019	2.620	236,527.78	0.00	38,208.33	274,736.10	0.01
62478TT41	22306	NCB	0.00	08/19/2019	2.620	224,155.56	0.00	71,322.22	295,477.78	0.00
87019VWTO	22320	NCB	0.00	08/27/2019	2.580	118,250.00	0.00	102,125.00	220,375.00	0.00
89114N2K0	22334	NCB	25,000,000.00	01/07/2020	2.010	0.00	0.00	36,291.67	0.00	36,291.67
Subtotal			25,000,000.00			733,600.00	0.00	249,725.00	947,033.32	36,291.68
Municipal Bonds										
13063DDE5	22260	MUN	12,195,000.00	10/01/2020	2.300	70,121.25	0.00	70,121.25	0.00	140,242.50
13063DLY2	22316	MUN	12,000,000.00	04/01/2022	2.350	68,150.00	0.00	70,500.00	0.00	138,650.00
Subtotal			24,195,000.00			138,271.25	0.00	140,621.25	0.00	278,892.50
Santa Cruz County Auditor Loan										
SYS062819	22325	MC9	0.00	07/31/2019	2.500	2,500.00	0.00	0.00	2,500.00	0.00
Subtotal			0.00			2,500.00	0.00	0.00	2,500.00	0.00
Local Agency Investment Fund (LAIF)										
SYS6501	6501	LA1	51,295,983.82		2.450	238,768.79	0.00	295,983.82	238,768.79	295,983.82
Subtotal			51,295,983.82			238,768.79	0.00	295,983.82	238,768.79	295,983.82
Union Bank Activity - Dividend										
SYS21111	21111	PA3	-0.01		1.860	265.05	0.00	362.87	590.36	37.56
Subtotal			-0.01			265.05	0.00	362.87	590.36	37.56

* Beginning Accrued may not include investments that redeemed in the previous month that had outstanding accrued interest. Ending Accrued includes outstanding purchase

Portfolio SCZR

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Quarterly Reports
Accrued Interest
Sorted by Security Type - Maturity Date
July 1, 2019 - September 30, 2019

CUSIP	Investment #	Security Type	Par Value	Maturity Date	Current Rate	* Beginning Accrued Interest	Adjusted Acc'd Int. at Purchase During Period	Interest Earned	Interest Received	* Ending Accrued Interest
U.S. Treasury Notes/ Bonds										
912828S43	22206	TRC	0.00	07/15/2019	0.750	58,819.06	0.00	4,930.94	63,750.00	0.00
912828WW6	22277	TRC	0.00	07/31/2019	1.625	81,339.78	0.00	16,160.22	97,500.00	0.00
912828B85	22287	TRC	0.00	08/15/2019	0.750	28,176.80	0.00	9,323.20	37,500.00	0.00
912828T6	22286	TRC	0.00	08/31/2019	1.250	75,203.80	0.00	37,296.20	112,500.00	0.00
912828G4	22202	TRC	0.00	09/15/2019	0.875	51,358.70	0.00	36,141.30	87,500.00	0.00
912828T59	22276	TRC	20,000,000.00	10/15/2019	1.000	42,076.50	0.00	50,273.23	0.00	92,349.73
912828F62	22292	TRC	20,000,000.00	10/31/2019	1.500	50,543.48	0.00	75,000.00	0.00	125,543.48
912828U32	22289	TRC	15,000,000.00	11/15/2019	1.000	19,157.61	0.00	37,500.00	0.00	56,657.61
912828UL2	22294	TRC	20,000,000.00	01/31/2020	1.375	114,709.94	0.00	69,121.58	137,500.00	46,331.52
912828W22	22307	TRC	20,000,000.00	02/15/2020	1.375	103,314.92	0.00	69,307.36	137,500.00	35,122.28
9128283Y4	22297	TRC	18,000,000.00	02/29/2020	2.250	135,366.85	0.00	101,624.91	202,500.00	34,491.76
912828A46	22303	TRC	13,000,000.00	04/30/2020	2.375	52,017.66	0.00	77,187.50	0.00	129,205.16
912828X96	22328	TRC	20,000,000.00	05/15/2020	1.500	0.00	49,728.26	63,586.96	0.00	113,315.22
912828XM7	22326	TRC	20,000,000.00	07/31/2020	1.625	0.00	136,464.09	80,791.34	162,500.00	54,755.43
912828NT3	22331	TRC	10,000,000.00	08/15/2020	2.625	0.00	126,174.03	38,601.79	131,250.00	33,525.82
912828V1	22333	TRC	13,000,000.00	09/15/2020	1.375	0.00	78,203.13	19,029.01	89,375.00	7,857.14
Subtotal			189,000,000.00			812,085.10	390,569.51	785,875.54	1,259,375.00	729,155.15

Federal Agency Issues - Coupon

3130AGC52	22321	FAC	0.00	09/23/2019	2.450	84,525.00	0.00	100,450.00	184,975.00	0.00
3137EADM8	22274	FAC	15,000,000.00	10/02/2019	1.250	46,354.17	0.00	46,875.00	0.00	93,229.17
3133EJ4K2	22301	FAC	16,000,000.00	01/03/2020	2.625	207,666.67	0.00	105,000.00	210,000.00	102,666.67
3137EAE5	22244	FAC	15,000,000.00	01/17/2020	1.500	102,500.00	0.00	56,250.00	112,500.00	46,250.00
3130ADN32	22259	FAC	10,000,000.00	02/11/2020	2.125	82,638.89	0.00	53,125.00	106,250.00	29,513.89
3130A12B3	22305	FAC	10,000,000.00	03/13/2020	2.125	63,750.00	0.00	53,125.00	106,250.00	10,625.00
3133EJRL5	22270	FAC	13,000,000.00	06/11/2020	2.550	18,416.67	0.00	82,875.00	0.00	101,291.67
3134GBXV9	22284	FAC	20,000,000.00	07/13/2020	1.850	172,666.67	0.00	92,500.00	185,000.00	80,166.67
3135G0T60	22332	FAC	12,000,000.00	07/30/2020	1.500	0.00	4,500.00	26,000.00	0.00	30,500.00
3130ACL7	22313	FAC	10,000,000.00	11/05/2020	1.950	30,333.33	0.00	48,750.00	0.00	79,083.33
3130AGTM7	22330	FAC	15,000,000.00	01/29/2021	2.125	0.00	0.00	54,895.83	0.00	54,895.83
3133EKF76	22317	FAC	12,000,000.00	04/05/2021	2.230	63,926.67	0.00	66,900.00	0.00	130,826.67
3133EJT74	22290	FAC	13,000,000.00	11/15/2021	3.050	50,663.89	0.00	99,125.00	0.00	149,788.89
3134GSJ55	22300	FAC	12,000,000.00	12/27/2021	3.050	4,066.67	0.00	91,500.00	0.00	95,566.67
3134GST9	22314	FAC	15,000,000.00	03/25/2022	2.800	104,000.00	0.00	97,500.00	195,000.00	6,500.00

* Beginning Accrued may not include investments that redeemed in the previous month that had outstanding accrued interest. Ending Accrued includes outstanding purchase

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Data Updated: SET_QE: 10/16/2019 12:06

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Report Ver. 7.3.6.1

ACCRUED INTEREST REPORT

As of September 30, 2019

REPORT DESCRIPTION

The **Accrued Interest Report** shows the amount of interest earned, but not yet received, for each active investment within the portfolio. Within the date range, the report displays the amount of interest accrued as of the report beginning date, the amount of interest earned during the reporting period, the amount of interest recorded as received, and the ending accrued interest. What follows is a description of the report's headings.

ISSUER – Issuer is the name of the institution which issued the investment.

INVESTMENT NUMBER – The investment number is a unique number that identifies the investment position.

SECURITY TYPE – This heading is a three-character code assigned by the program to identify each type of investment.

PAR VALUE – The nominal or face value of the security.

MATURITY DATE – The maturity date is the date on when an investment will mature.

CURRENT RATE – For coupon instruments, the current rate is the coupon or interest rate at the time of purchase. For discount instruments, the current rate is the yield to maturity.

BEGINNING ACCRUED INTEREST – This column displays the amount of interest earned, but not yet received, as of the report beginning date.

INTEREST EARNED – This column shows the amount of interest earned during the selected reporting period.

INTEREST RECEIVED – This column includes the amount of interest posted as received during the selected reporting period.

ENDING ACCRUED INTEREST – This column displays the amount of interest earned, but not yet received, as of the report ending date.

Quarterly Reports

Activity Report

July 1, 2019 - September 30, 2019

CUSIP	Investment #	Issuer	Percent of Portfolio	Par Value Beginning Balance	Current Rate	Transaction Date	Purchases or Deposits	Par Value Redemptions or Withdrawals	Ending Balance
Dealer: Stifel Nicolaus & Co									
Treasury Discounts -Amortizing									
		Subtotal and Balance		55,000,000.00			0.00	20,000,000.00	35,000,000.00
Supranationals									
		Subtotal and Balance		10,000,000.00					10,000,000.00
		Dealer Subtotal	17.403%	168,000,000.00			0.00	38,000,000.00	130,000,000.00
Dealer: Union Bank									
Union Bank Activity - Dividend									
SYS21111	21111	Union Bank			1.860		590.36	590.37	
		Subtotal and Balance		0.00			590.36	590.37	-0.01
		Dealer Subtotal	0.000%	0.00			590.36	590.37	-0.01
Dealer: US Bank MMMF									
Money Market Mutual Funds 02									
157 519 832 743	22283	US Bank MMMF			1.750		21,500,000.00	25,500,000.00	
		Subtotal and Balance		5,000,000.00			21,500,000.00	25,500,000.00	1,000,000.00
		Dealer Subtotal	0.134%	5,000,000.00			21,500,000.00	25,500,000.00	1,000,000.00
Dealer: Wells Fargo Securities LLC									
Medium Term Notes									
594918BN3	22200	Microsoft Corp			1.100	08/08/2019	0.00	10,000,000.00	
		Subtotal and Balance		10,000,000.00			0.00	10,000,000.00	0.00
		Dealer Subtotal	0.000%	10,000,000.00			0.00	10,000,000.00	0.00
		Total	100.000%	862,183,768.79			459,618,172.92	574,820,957.90	746,980,983.81

Quarterly Reports
Activity Report
July 1, 2019 - September 30, 2019

CUSIP	Investment #	Issuer	Percent of Portfolio	Par Value Beginning Balance	Current Rate	Transaction Date	Purchases or Deposits	Par Value Redemptions or Withdrawals	Ending Balance
Dealer: Royal Bank Canada Capital Mkt									
U.S. Treasury Notes/ Bonds									
9128282V1	22333	US Treasury N/B			1.375	08/23/2019	13,000,000.00	0.00	
		Subtotal and Balance		61,000,000.00			53,000,000.00	10,000,000.00	104,000,000.00
Negotiable CDs									
85325T2K0	22310	Standard Chartered			2.620	07/22/2019	0.00	25,000,000.00	
		Subtotal and Balance		25,000,000.00			0.00	25,000,000.00	0.00
Supranationals									
45905U6X7	22329	Int Bank of Recon & Redev			2.240	07/22/2019	15,000,000.00	0.00	
		Subtotal and Balance		25,000,000.00			15,000,000.00	0.00	40,000,000.00
		Dealer Subtotal	19.278%	111,000,000.00			68,000,000.00	35,000,000.00	144,000,000.00
Dealer: SANTA CRUZ COUNTY									
Santa Cruz County Auditor Loan									
SYS062819	22325	Santa Cruz County Auditor			2.500	07/01/2019	0.00	12,000,000.00	
		Subtotal and Balance		12,000,000.00			0.00	12,000,000.00	0.00
		Dealer Subtotal	0.000%	12,000,000.00			0.00	12,000,000.00	0.00
Dealer: Stifel Nicolaus & Co									
U.S. Treasury Notes/ Bonds									
9128282T6	22286	US Treasury N/B			1.250	08/31/2019	0.00	18,000,000.00	
		Subtotal and Balance		38,000,000.00			0.00	18,000,000.00	20,000,000.00
Federal Agency Issues - Coupon									
		Subtotal and Balance		40,000,000.00					40,000,000.00
Medium Term Notes									
		Subtotal and Balance		25,000,000.00					25,000,000.00
Treasury Discounts -Amortizing									
912796RA9	22319	US Treasury Bill			2.375	09/12/2019	0.00	20,000,000.00	

Quarterly Reports
Activity Report

July 1, 2019 - September 30, 2019

Page 3

CUSIP	Investment #	Issuer	Percent of Portfolio	Par Value Beginning Balance	Current Rate	Transaction Date	Purchases or Deposits	Par Value Redemptions or Withdrawals	Ending Balance
Negotiable CDs				37,000,000.00					37,000,000.00
62478TT41	22306	MUFG Union Bank NA CD			2.620	08/19/2019	0.00	20,000,000.00	
Subtotal and Balance				20,000,000.00			0.00	20,000,000.00	0.00
Municipal Bonds									
Subtotal and Balance				24,195,000.00					24,195,000.00
Supranationals									
Subtotal and Balance				16,000,000.00					16,000,000.00
Dealer Subtotal				149,195,000.00			0.00	20,000,000.00	129,195,000.00
Dealer: Prebon									
Federal Agency Issues - Coupon									
3135G0T60	22332	Federal National Mort. Assoc.			1.500	08/09/2019	12,000,000.00	0.00	
Subtotal and Balance				0.00			12,000,000.00	0.00	12,000,000.00
Medium Term Notes									
63254AAQ1	22280	National Australia Bank			1.375	07/12/2019	0.00	12,000,000.00	
88579YQA4	22327	MMM Corp			2.000	07/05/2019	11,940,000.00	0.00	
Subtotal and Balance				21,000,000.00			11,940,000.00	12,000,000.00	20,940,000.00
Negotiable CDs									
89114MA49	22318	Toronto Dominion Bank NY			2.560	07/02/2019	0.00	25,000,000.00	
87019VWT0	22320	Swedbank NY			2.580	08/27/2019	0.00	25,000,000.00	
89114N2K0	22334	Toronto Dominion Bank NY			2.010	09/05/2019	25,000,000.00	0.00	
Subtotal and Balance				50,000,000.00			25,000,000.00	50,000,000.00	25,000,000.00
Dealer Subtotal				71,000,000.00			48,940,000.00	62,000,000.00	57,940,000.00
Dealer: Royal Bank Canada Capital Mkt									
U.S. Treasury Notes/ Bonds									
9128282B5	22287	US Treasury N/B			0.750	08/15/2019	0.00	10,000,000.00	
912828XM7	22326	US Treasury N/B			1.625	07/02/2019	20,000,000.00	0.00	
912828X96	22328	US Treasury N/B			1.500	07/15/2019	20,000,000.00	0.00	

Data Updated: SET_QE: 10/16/2019 12:06

Run Date: 10/16/2019 - 12:06

Portfolio SCRZ
AC
DA (PRF_DA) 7.2.0
Report Ver. 7.3.6.1

Quarterly Reports
Activity Report
July 1, 2019 - September 30, 2019

CUSIP	Investment #	Issuer	Percent of Portfolio	Par Value Beginning Balance	Current Rate	Transaction Date	Purchases or Deposits	Redemptions or Withdrawals	Ending Balance
Dealer: Keybank Capital Mark									
U.S. Treasury Notes/ Bonds									
		Subtotal and Balance		20,000,000.00					20,000,000.00
Federal Agency Issues - Coupon									
3130AGTM7	22330	Federal Home Loan Bank			2.125	07/29/2019	15,000,000.00	0.00	
		Subtotal and Balance		61,000,000.00			15,000,000.00	0.00	76,000,000.00
		Dealer Subtotal	12.852%	81,000,000.00			15,000,000.00	0.00	96,000,000.00
Dealer: LAIF (General Fund)									
Local Agency Investment Fund (LAIF)									
SYS6501	6501	LAIF (General Fund)			2.450		145,295,983.82	159,238,768.79	
		Subtotal and Balance		65,238,768.79			145,295,983.82	159,238,768.79	51,295,983.82
		Dealer Subtotal	6.867%	65,238,768.79			145,295,983.82	159,238,768.79	51,295,983.82
Dealer: Multi-Bank Securities Inc									
Federal Agency Issues - Coupon									
		Subtotal and Balance		10,000,000.00					10,000,000.00
Medium Term Notes									
		Subtotal and Balance		11,550,000.00					11,550,000.00
		Dealer Subtotal	2.885%	21,550,000.00			0.00	0.00	21,550,000.00
Dealer: MUFG Union Bank NA									
U.S. Treasury Notes/ Bonds									
		Subtotal and Balance		15,000,000.00					15,000,000.00
Federal Agency Issues - Coupon									
		Subtotal and Balance		37,000,000.00					37,000,000.00
Medium Term Notes									



Quarterly Reports
Activity Report
Sorted By Dealer
July 1, 2019 - September 30, 2019

CUSIP	Investment #	Issuer	Percent of Portfolio	Par Value Beginning Balance	Current Rate	Transaction Date	Purchases or Deposits	Par Value Redemptions or Withdrawals	Ending Balance
Dealer: Bank of the West									
Money Market Mutual Funds 02									
032 005 207	21923	Bank of the West			1.910		1,700,581.73	1,900,581.73	
		Subtotal and Balance		200,000.00			1,700,581.73	1,900,581.73	0.00
		Dealer Subtotal	0.000%	200,000.00			1,700,581.73	1,900,581.73	0.00
Dealer: CAMP									
Money Market Mutual Funds 02									
SYS011119	22302	CAMP			2.220		149,181,017.01	144,181,017.01	
		Subtotal and Balance		50,000,000.00			149,181,017.01	144,181,017.01	55,000,000.00
		Dealer Subtotal	7.363%	50,000,000.00			149,181,017.01	144,181,017.01	55,000,000.00
Dealer: Jeffries & Company, INC									
U.S. Treasury Notes/ Bonds									
9128282G4	22202	US Treasury N/B			0.875	09/16/2019	0.00	20,000,000.00	
912828SA3	22206	US Treasury N/B			0.750	07/15/2019	0.00	17,000,000.00	
912828WW6	22277	US Treasury N/B			1.625	07/31/2019	0.00	12,000,000.00	
912828NT3	22331	US Treasury N/B			2.625	08/08/2019	10,000,000.00	0.00	
		Subtotal and Balance		69,000,000.00			10,000,000.00	49,000,000.00	30,000,000.00
Federal Agency Issues - Coupon									
3130AGC52	22321	Federal Home Loan Bank			2.450	09/23/2019	0.00	18,000,000.00	
		Subtotal and Balance		31,000,000.00			0.00	18,000,000.00	13,000,000.00
Treasury Discounts -Amortizing									
		Subtotal and Balance		18,000,000.00					18,000,000.00
		Dealer Subtotal	8.166%	118,000,000.00			10,000,000.00	67,000,000.00	61,000,000.00

SECURITIES ACTIVITY BY BROKER

A Report on the

Investment Transactions by Broker-Dealer
For the Period Indicated



SANTA CRUZ
COUNTY OFFICE OF
EDUCATION
DR. FARIS SABBABH • SUPERINTENDENT OF SCHOOLS

SANTA CRUZ COUNTY BOARD OF EDUCATION

AGENDA ITEM

Board Meeting Date: Nov. 21, 2019

☐

Action

☒

Information

TO: Santa Cruz County Board of Education

FROM: Dr. Faris Sabbah, County Superintendent of Schools

SUBJECT: Correspondence

BACKGROUND

Correspondence received by the board is included herein.

SUPERINTENDENT'S RECOMMENDATION FOR BOARD ACTION:

Receive correspondence.

FUNDING IMPLICATIONS

None.



400 Encinal Street, Santa Cruz, CA 95060 • Tel (831) 466-5600 • Fax (831) 466-5607 • www.santacruzcoe.org

October 23, 2019

Sent by U.S. Mail and Email

Maria Reitano, Ed.D. Head of School Pacific Collegiate School 3004 Mission Street Santa Cruz, CA 95060 maria.reitano@pcsed.org	Diana Holm President, Board of Directors Pacific Collegiate School 3004 Mission Street Santa Cruz, CA 95060 diana.holm@pcsed.org
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RE: 2019 PCS Charter Renewal and Expansion Proposal

Dear Dr. Reitano and Ms. Holm,

Thank you for the productive telephone conversation from earlier today. I write to clarify the concerns I raised in that conversation regarding the Petition for Renewal that has been submitted by Pacific Collegiate School and to confirm my proposed remedy for these concerns.

The Petition seems to make two requests: 1) That the term of the charter school be renewed for a term of 5 years; and, 2) That the school's charter be materially revised to add a 6th grade program (or, a 6th grade "pilot program"). California law is clear that petitions to renew charters, and petitions to materially revise charters, are two separate and distinct processes. (*Today's Fresh Start Charter School v. Inglewood Unified School District, et al.* (2018) 20 Cal.App.5th 276.)

Therefore, in our conversation today, I requested the following from Pacific Collegiate:

1. Please bifurcate the two petitions that are at play here and present the County Board with:
a) a Petition for Renewal; and, b) a Petition for a Material Revision. That should not be difficult to do since the discussions regarding adding a sixth grade appear separately within the petition that has been submitted, within the discussions regarding lottery preferences, the school's diversity status report and action plan, and Appendix L ("Sixth Grade Program").

2. Please add a clarifying statement to the Petition for Renewal acknowledging that, before adding a sixth grade (or a pilot program for a sixth grade), Pacific Collegiate School will submit a petition to materially revise its charter to the County Board for approval.

I do not object to the two petitions being submitted to the County Board at the same time, using the same time lines for review and action by the County Board. Our goal is twofold:

1. I want to make it abundantly clear to the County Board members that they have two separate and distinct decisions before them. I want the documents to reflect the separate and distinct processes.
2. I want to provide an opportunity to Pacific Collegiate to clarify its petition regarding the addition of a sixth grade. This would include clarification as to whether this is a petition to add a 6th grade or, simply, a pilot program for a 6th grade, as well as the timing for this addition.

Anticipated thanks for Pacific Collegiate's continued professionalism and cooperation throughout this process. Please let me know if I can provide any further clarification regarding my requests.

Sincerely,



Dr. Faris Sabbah
Santa Cruz County Superintendent of Schools



Sage Leibenson <sleibenson@santacruzcoe.org>

Fwd: NEW Charter Oversight Tools Available

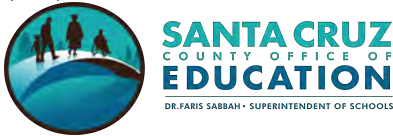
Faris Sabbah <fsabbah@santacruzcoe.org>

Wed, Nov 6, 2019 at 2:44 PM

To: Abel Sanchez <asanchez@santacruzcoe.org>, Bruce Van Allen <bvanallen@santacruzcoe.org>, Dana Sales <dsales@santacruzcoe.org>, Jane Barr <jbarr@santacruzcoe.org>, Rose Filicetti <rfilicetti@santacruzcoe.org>, Sandra Nichols <snichols@santacruzcoe.org>, Sue Roth <sroth@santacruzcoe.org>, Sage Leibenson <sleibenson@santacruzcoe.org>

Dr. Faris Sabbah

Santa Cruz County
Superintendent of Schools
400 Encinal St.
Santa Cruz, CA 95060
(831) 466-5900



----- Forwarded message -----

From: **Debi Bodenheimer** <dbodenheimer@santacruzcoe.org>

Date: Wed, Nov 6, 2019 at 2:17 PM

Subject: Fwd: NEW Charter Oversight Tools Available

To: Faris Sabbah <fsabbah@santacruzcoe.org>

----- Forwarded message -----

From: **CARSNet** <carsnet@aco.org>

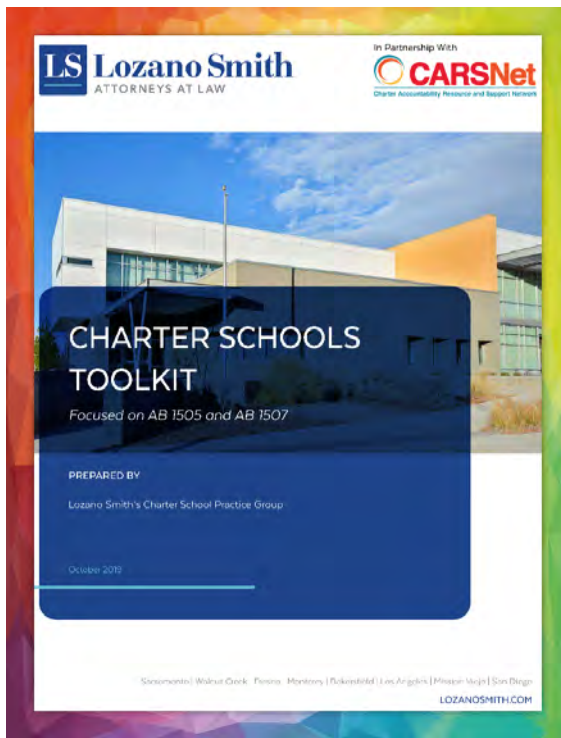
Date: Tue, Nov 5, 2019 at 7:29 AM

Subject: NEW Charter Oversight Tools Available

To: <dbodenheimer@santacruzcoe.org>

[View this email in your browser](#)



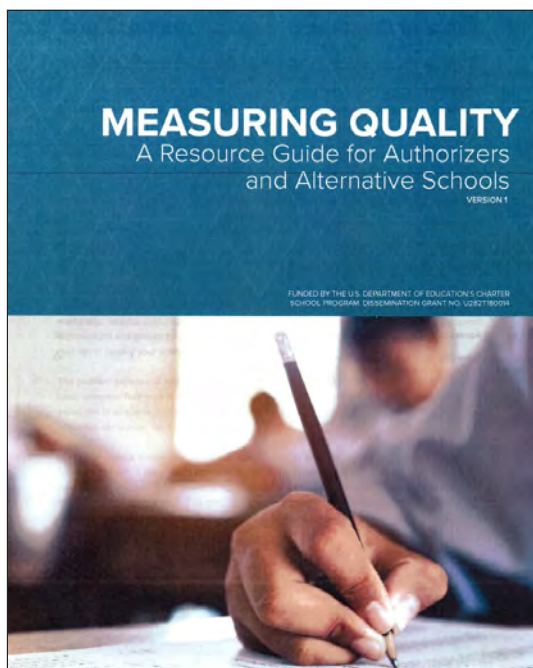


New Charter Schools Toolkit Is Here!

The enactment of AB 1505 and AB 1507 created a policy shift in California. Both charter schools and district/county authorizers have significant new obligations under these new laws, especially around the petition review and renewal processes. This Charter Schools Toolkit, created by the **Lozano Smith Charter Schools Practice Group** in partnership with CARSNet, will help you implement the many changes. [Click here to download a copy of the toolkit.](#)



John R. Yeh from Burke, Williams & Sorenson has created a [Summary of Major Changes to Petition Review and Appeal Process and Criteria Under AB 1505](#) that highlights the changes of the new laws listed by education code. This brief summary is specific to the changes in how school districts, county boards of education, and the State Board of Education will process charter petitions and appeals.



The federally funded A-GAME is creating a few nationwide regional networks of authorizers with the goal of working together to identify and create measurements, with nationally normed targets, that can help determine alternative education campuses' effectiveness. Please consider joining the A-GAME California Network! If you are interested in learning more, please review the document, or visit A-GAME's [website](#), and complete an informational [form](#).



We had a very successful boot camp session in Santa Clara County Office of Education on October 16-17, 2019. A big thanks goes Charter School Office Director, Michelle Johnson and her team for a great job hosting, presenting and making sure everything ran smoothly. If you missed the last boot camp, we have two more scheduled in 2020! For more information, visit us at www.carsnet.org.

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CARSNet is a program of the Alameda County Office of Education. As participants in the Charter Authorizers Regional Support Network (CARSNet) you have requested to be included on important updates and notifications.

Our mailing address is:

Alameda County Office of Education/CARSNet
313 W. Winton Ave. Hayward, CA 94544
Hayward, Ca 94544

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Associate Superintendent, Educational Services
Santa Cruz County Office of Education
831.466.5890
dbodenheimer@santacruzcoe.org



Pacific Collegiate School

A Public Charter School
3004 Mission St.
Santa Cruz, California 95060

(831) 479-7785
(831) 427-5254 (fax)
www.pacificcollegiate.com

November 6, 2019

Via US Mail and Email
fsabbah@santacruzcoe.org

Faris Sabbah, Superintendent of Schools
Santa Cruz County Office of Education
400 Encinal Street
Santa Cruz, CA 95060

RE: Pacific Collegiate School Charter Renewal Petition

Dear Dr. Sabbah:

We are writing in response to your letter on behalf of the Santa Cruz County Office of Education ("SCCOE") regarding the Pacific Collegiate School's ("PCS" or the "Charter School") charter renewal petition, submitted on October 17, 2019. We, too, appreciate the professionalism and cooperation between our organizations, in order to best serve the students of Santa Cruz.

Regarding the SCCOE's request that we bifurcate the PCS renewal charter into a renewal and a material revision, we intend to proceed with SCCOE's preferred process. However, we do not believe the law supports this action, for two primary reasons. First, the Today's Fresh Start case cited in your letter is not mandatory authority in Santa Cruz, and, more importantly, is very narrowly tailored to a specific factual scenario. Education Code Section 47605(a)(5) enumerates the single change to a charter that is legally required to be made through a material revision. That one change that requires a material revision is a change to add additional facilities after a charter was approved. Here, PCS is not seeking to add additional facilities. It is, rather, seeking to add a one to two sections of a pilot sixth grade program within its current site, as a key method to further diversity its student body as described in its 2020 – 2025 Diversity Plan.

Second, due to the passage of Assembly Bill 1505, we now know unambiguously that, as of July 1, 2020, when the law becomes effective, there are two changes to a charter that require a material revision. In addition to adding additional facilities, starting July 1, 2020, charter schools will be required to seek a material revision if they expand by adding new grade level(s). This means that currently, adding an additional grade level does not require a material revision. After all, the Legislature would not have made this change if a material revision were currently required for adding grade level(s).

Ultimately, we do not believe that bifurcating the PCS charter petition is necessary because a renewal charter is a brand-new contract with the authorizer, and can contain new or different material and non-material terms, provided both parties agree to the terms. A new charter contract, in the form of a renewal charter, is subject to the same scrutiny, and the same standards and criteria of an establishment charter petition, and therefore the Santa Cruz County Board of Education and SCCOE have substantial discretion to review and evaluate all aspects of the proposed charter renewal petition.

We are available to discuss further, at your convenience.

Sincerely,

A handwritten signature in black ink, appearing to read "Diana Holm". The signature is fluid and cursive, with a long horizontal stroke at the end.

Diana Holm, Board President

A handwritten signature in black ink, appearing to read "McReitano". The signature is written in a cursive style with a large, prominent "M".

Maria Reitano, Ed.D., Head of School

To: Santa Cruz County School Board of Education
Re: Pacific Collegiate School Charter Renewal Application
Date: October 17, 2019

As the 10 Santa Cruz County District Superintendents, we are writing today to share our perspective on the proposed addition of sixth grade to the Pacific Collegiate School charter renewal. We all have significant reservations about the potential impact on our school communities. We respectfully request that you consider our input thoughtfully and welcome the opportunity to clarify our position.

PCS has established a school that is an important option for students and families in our community, providing a rich program for our university-bound student population. Nonetheless, PCS does not serve a representative footprint of our diverse county constituency. Note, as of this writing, there are no students who are English Learners attending PCS.

There are four key areas in which we would like the Santa Cruz County Board of Education to focus its attention when considering the upcoming 2019 charter renewal application:

Area I:

In terms of understanding the student demographics and historical enrollment trends at PCS, it may be helpful to review the current data as it relates to their Gr. 7-12 population. Their enrollment clearly does not reflect the county demographics or the demographics in the district where the school resides. Furthermore, PCS's current demographics do not reflect its own values statement: "PCS values a student population that reflects the diversity of Santa Cruz County in many respects including demographic, socioeconomic, ethnic, cultural, religious, gender identities, sexual orientation and disabled communities."

2018-19	Total Students	English Learners	Migrant	Low Income	Students with Disabilities	Hispanic Students	White Students
PCS	549	0% N=0	0% N=0	12% N=64	5% N=27	14.6%	68.3%
SCCS High	4,494	7% N=333	2% N=91	40% N=1,800	11% N=483	38.2%	50%
County	40,240	26% N= 10,368	3.5% N=1,410	55% N=22,146	12% N=4,914	55.7%	35.7%

Area II:

The state average for students receiving special education services is 12%. With 5% of their students identified as needing special education, PCS has the lowest secondary percentage in the county of students with an IEP. PCS does not serve students who require a special day class program, have no non-public school or regional program placements, and they remain the only secondary program in the SELPA without fiscal impact to the general fund resulting from special education costs. In contrast, the average general fund contribution of a county secondary school district is 76% of all special education expenditures. Further, special needs students have been counseled by PCS that the school is not a good fit for them sending them back to home districts in need of therapeutic classrooms and non-public school placements.

Area III:

The increasing financial strain for neighbor districts is measurable and well-documented. Currently, PCS revenue based on 2018-19 ADA is \$9,329 per high school student and \$8,050 for seventh and eighth-grade students. An additional 60 sixth grade students will mean almost a half million in revenue redirected from county districts to build a sixth-grade cohort. The loss of these funds would result in Santa Cruz County secondary districts being less able to build a comprehensive and vibrant program for the students they serve, meaning larger class sizes, fewer electives, and fewer interventions and supports for a student population with greater needs. In addition, the research is well documented regarding the importance of students' sense of self-efficacy and positive mentor relationships at this delicate time in their development. If PCS's renewal application was a new charter application, the county board

would be subject to AB1505 and would be compelled to take into consideration the fiscal impact of this decision on local districts.

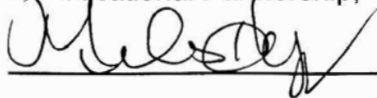
Area IV:

Although PCS alludes to a commitment to remaining small in their mission and history statements: (<https://www.pacificcollegiate.com/apps/pages/mission-vision-history>), the historical enrollment pattern illustrates continual growth. According to CDE data, PCS continues to grow each year. After their launch in 1999 with 200 students, here is their current growth pattern since 2013, which would increase by 60 ADA with the addition of 6th grade in 2020.

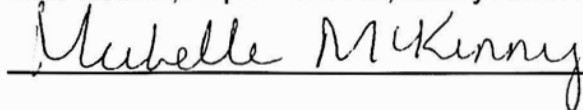
2013-14	2014-15	2015-16	2016-17	2017-18	2018-19
504	508	518	533	537	549

Thank you for taking the time to review the data as presented. As dedicated educational leaders in the county, we acknowledge and respect the variety of educational options for all learners in our county. That said, we respectfully request the Santa Cruz County Board of Education Trustees consider the data as presented and acknowledge our perspective that one driving concern is abundantly clear: until such time as PCS is an accessible option for ALL Santa Cruz County students, maintaining a modest footprint will best serve the entirety of our diverse community. The addition of a sixth-grade cohort will materially impact the small and middle school program options throughout the county. Although we do not support the addition of sixth grade to the charter, we respect the quality of the PCS program and support their continued role in seventh through twelfth-grade education in Santa Cruz County.

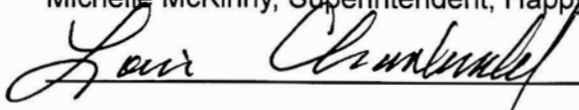
In Educational Partnership,



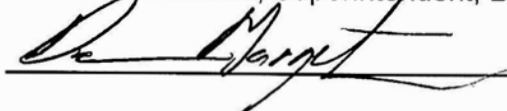
Mike Heffner, Superintendent, Bonny Doon School District



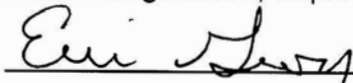
Michelle McKinny, Superintendent, Happy Valley School District



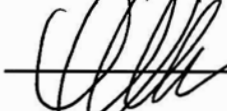
Lorie Chamberland, Superintendent, Live Oak School District



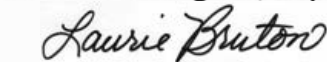
Diane Morgenstern, Superintendent, Mountain Elementary School District



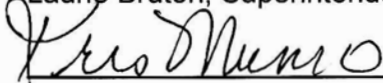
Eric Gross, Superintendent, Pacific Elementary School District



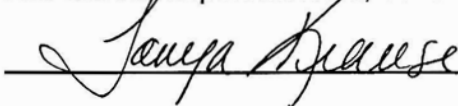
Michelle Rodriguez, Superintendent, Pajaro Valley Unified School District



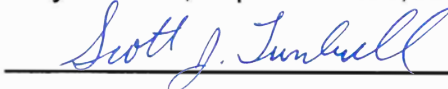
Laurie Bruton, Superintendent, San Lorenzo Valley Unified School District



Kris Munro, Superintendent, Santa Cruz City Schools



Tanya Krause, Superintendent, Scotts Valley Unified School District



Scott Turnbull, Superintendent, Soquel Union School District



SANTA CRUZ
COUNTY OFFICE OF
EDUCATION
DR. FARIS SABBABH • SUPERINTENDENT OF SCHOOLS

SANTA CRUZ COUNTY BOARD OF EDUCATION

AGENDA ITEM

Board Meeting Date: Nov. 21, 2019

☐

Action

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Information

TO: Santa Cruz County Board of Education

FROM: Cynthia Larive, Chancellor, UCSC

SUBJECT: University of California, Santa Cruz (UCSC)

BACKGROUND

Newly inaugurated Chancellor of UCSC, Cynthia Larive, will give a presentation on her vision for education in Santa Cruz County and will discuss the ways in which UCSC could partner with the local K-12 system.

SUPERINTENDENT'S RECOMMENDATION FOR BOARD ACTION:

Receive presentation.

FUNDING IMPLICATIONS

None.



SANTA CRUZ COUNTY BOARD OF EDUCATION

AGENDA ITEM

Board Meeting Date: Nov. 21, 2019

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Action

☒

Information

TO: Santa Cruz County Board of Education

FROM: Dr. Faris Sabbah, County Superintendent of Schools

SUBJECT: Golden Quill Award Presentation to Nicholas Ibarra

BACKGROUND

Earlier this year, the Santa Cruz County Board of Education nominated local Santa Cruz Sentinel Reporter, Nicholas Ibarra, for the CSBA Golden Quill Award, which recognizes the specific efforts of journalists for their fair, insightful, and accurate reporting on local education news. He has been selected as one of twenty five recipients to win this award in California this year. The Superintendent of Schools will present this award to Mr. Ibarra.

SUPERINTENDENT'S RECOMMENDATION FOR BOARD ACTION:

Receive presentation.

FUNDING IMPLICATIONS

None.



SANTA CRUZ
COUNTY OFFICE OF
EDUCATION
DR. FARIS SABBABH • SUPERINTENDENT OF SCHOOLS

SANTA CRUZ COUNTY BOARD OF EDUCATION

AGENDA ITEM

Board Meeting Date: Nov. 21, 2019

☐

Action

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Information

TO: Santa Cruz County Board of Education

FROM: Jason Borgen, Chief Technology Officer
Debi Bodenheimer, Associate Superintendent, Educational Services

SUBJECT: Data Report on New CAASPP Information

BACKGROUND

The Board will receive a report on the countywide results of the California Assessment of Student Performance and Progress (CAASPP).

SUPERINTENDENT'S RECOMMENDATION FOR BOARD ACTION:

No action needed.

FUNDING IMPLICATIONS

None.

California Assessment of Student Progress and Performance



Debi Bodenheimer & Jason Borgen



SANTA CRUZ
COUNTY OFFICE OF
EDUCATION
DR. FARIS SABBABH - SUPERINTENDENT OF SCHOOLS

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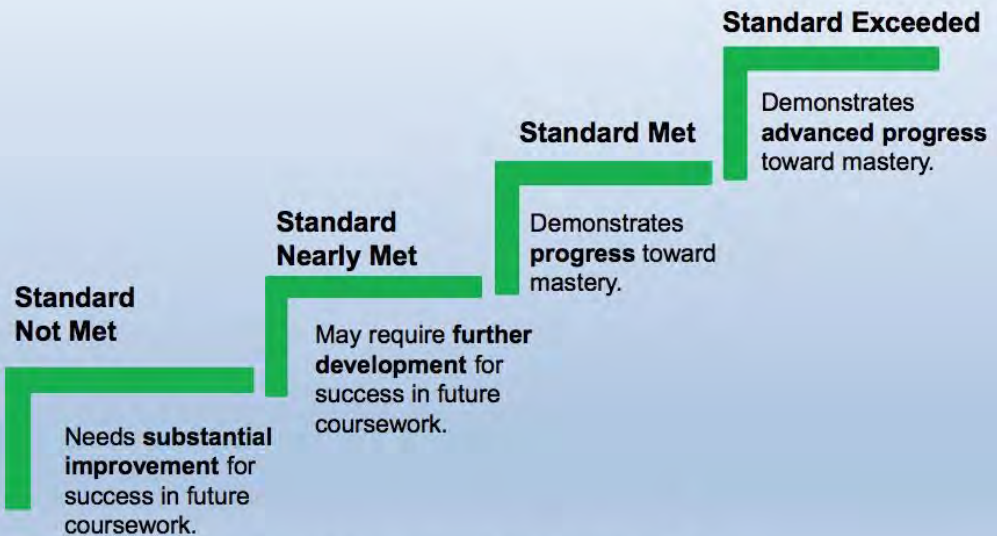
CAASPP Program

- ★ Smarter Balanced Assessments (SBAC) - Grades 3-8, 11 ELA and Math
- ★ California Science Test (CAST) - Grade 5 & 8 & High School Science
- ★ California Alternate Assessment (CAA) Special Ed



2

Achievement Level Descriptors



3

Schematic of Reports Aligned to Standards



4

Achievement Claims

ELA



Reading

Students can read closely & analytically to comprehend a range of increasingly complex literary & informational texts.



Writing

Students can produce effective & well-grounded writing for a range of purposes & audiences.



Listening

Students can employ effective speaking & listening skills for a range of purposes & audiences.



Research/Inquiry

Students can engage in research & inquiry to investigate topics and analyze, integrate, and present information.

Math



Concepts & Procedures

Students can explain & apply mathematical concepts and carry out mathematical procedures with precision & fluency.



Problem Solving & Modeling/Data

Students can solve a range of complex, well-posed problems in pure & applied mathematics, making productive use of knowledge & problem-solving strategies. Students can analyze complex real-world scenarios and can construct & use mathematical models to interpret & solve problems.



Communicating Reasoning

Students can clearly and precisely construct viable arguments to support their own reasoning & to critique the reasoning of others.



Score Reports

Achievement Levels, Claims, & Growth



SANTA CRUZ
COUNTY OFFICE OF
EDUCATION

DR. FARIS SABBABH • SUPERINTENDENT OF SCHOOLS

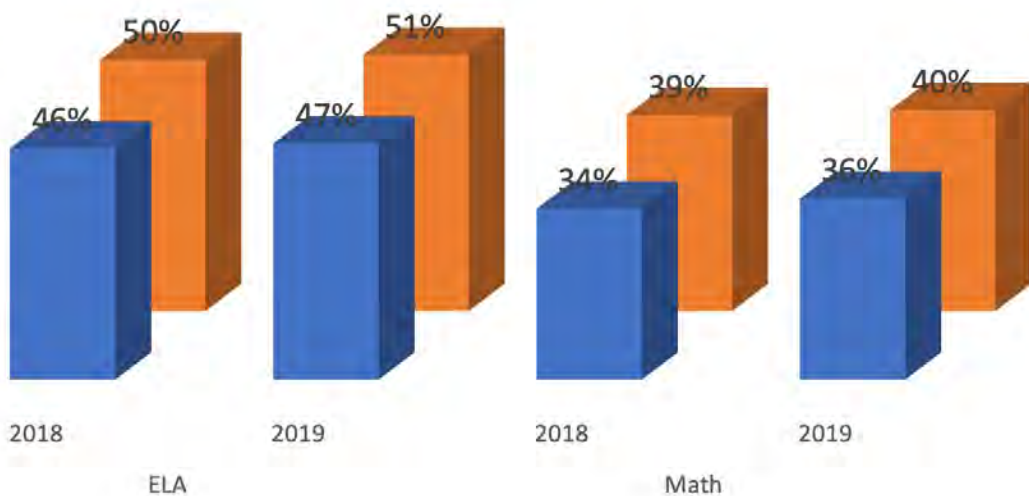
Overall



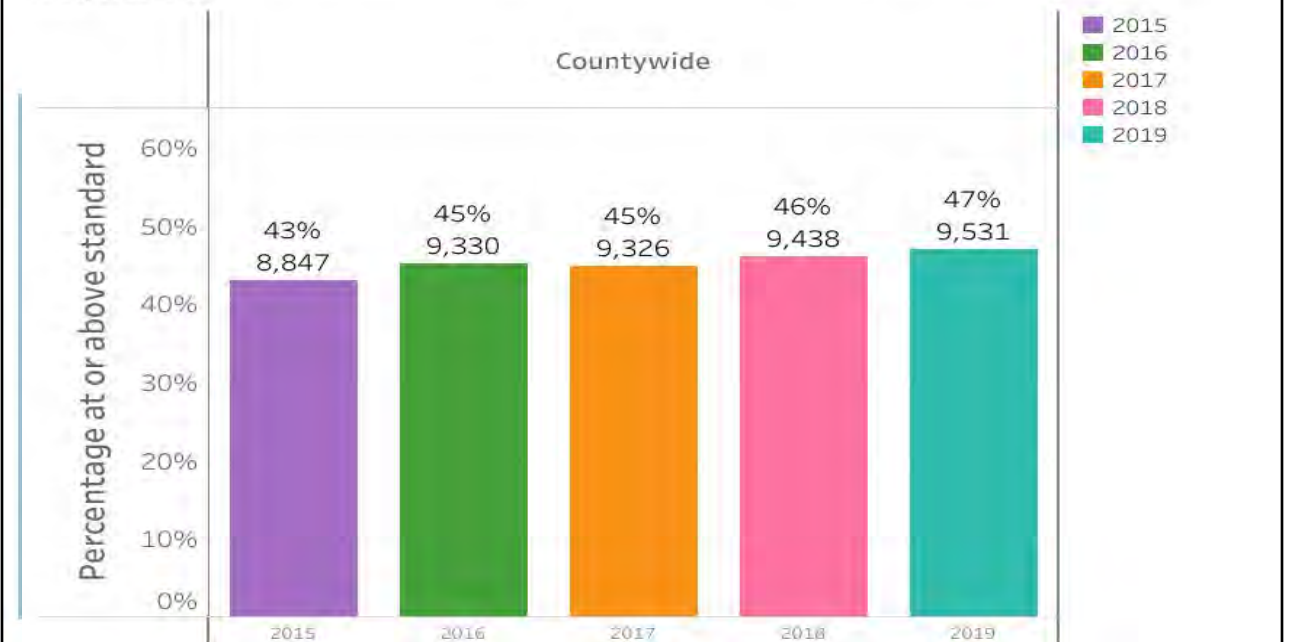
7

Met or Exceed Standard Comparison - Santa Cruz County & Statewide Achievement

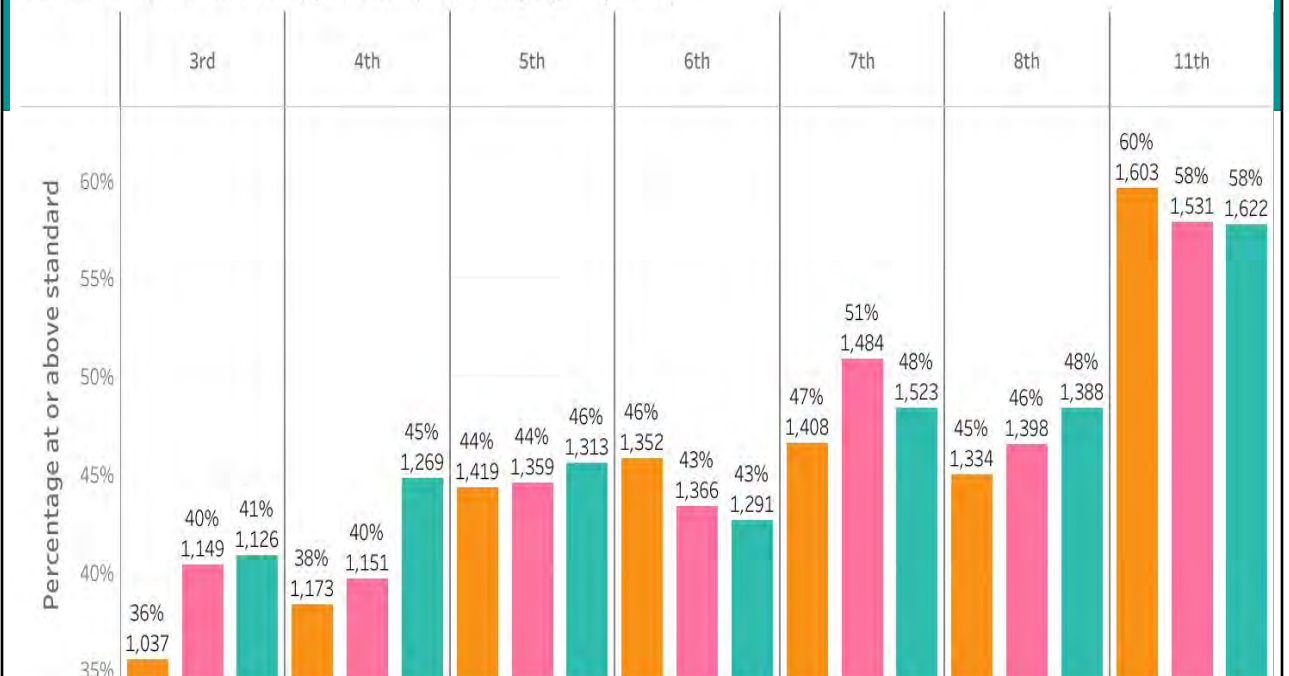
■ Santa Cruz County ■ Statewide



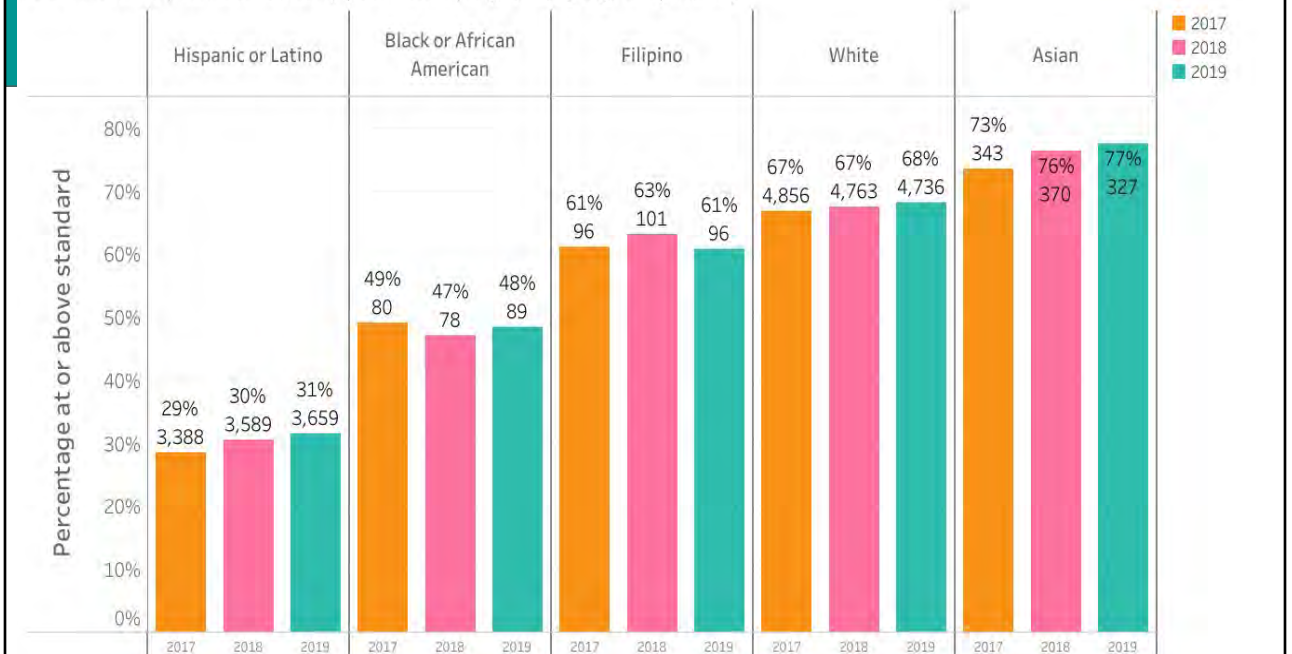
CAASPP Results | Santa Cruz County | 2015-2019 | English Language Arts/Literacy



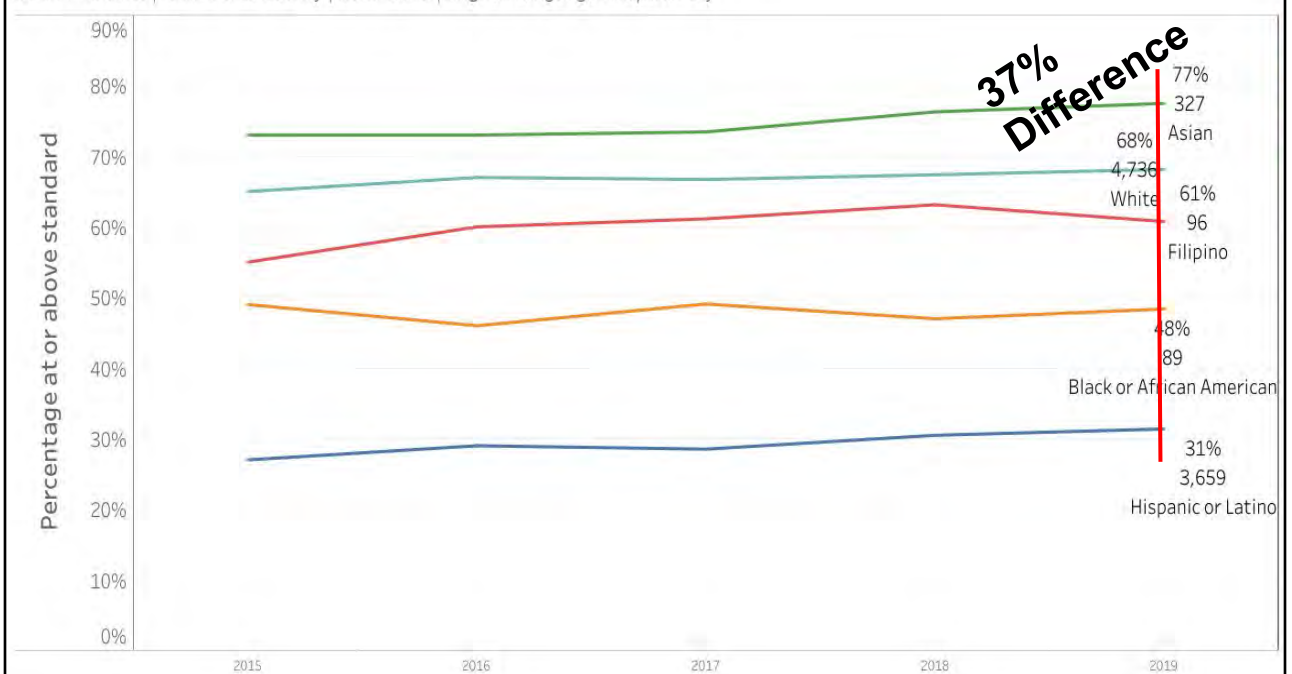
CAASPP Results | Santa Cruz County | 2015-2019 | English Language Arts/Literacy

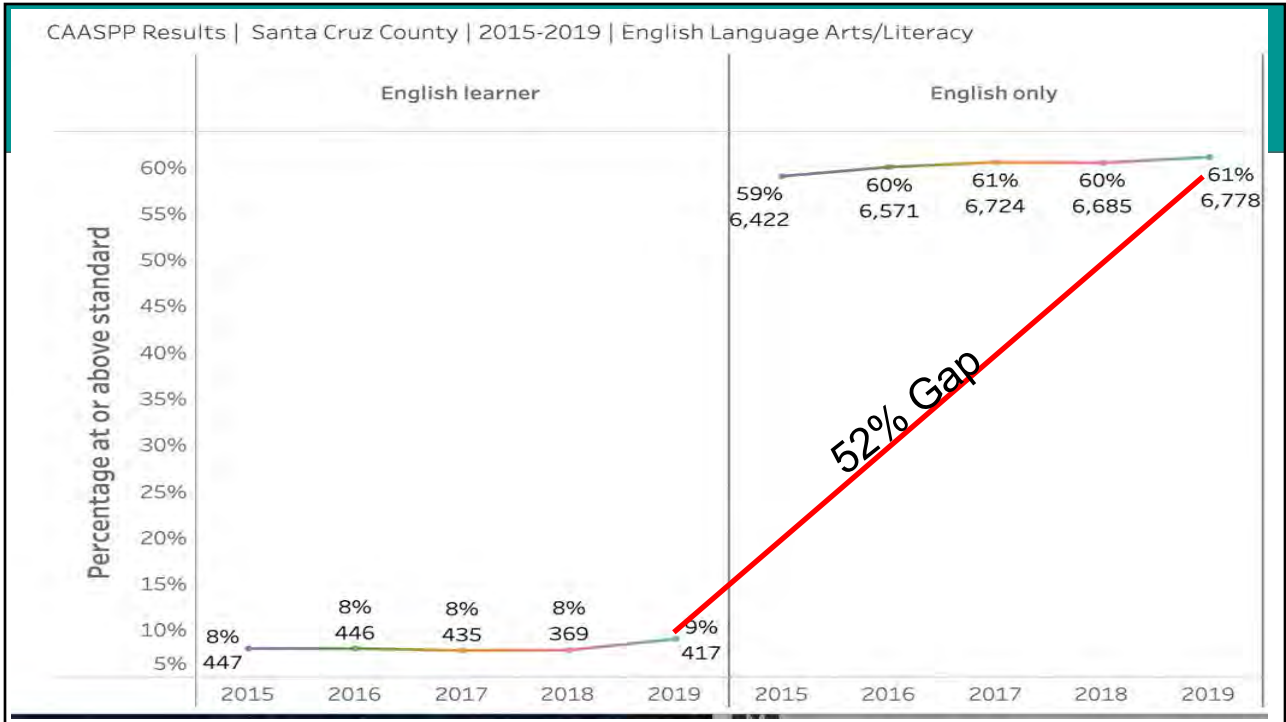


CAASPP Results | Santa Cruz County | 2017-2019 | English Language Arts/Literacy

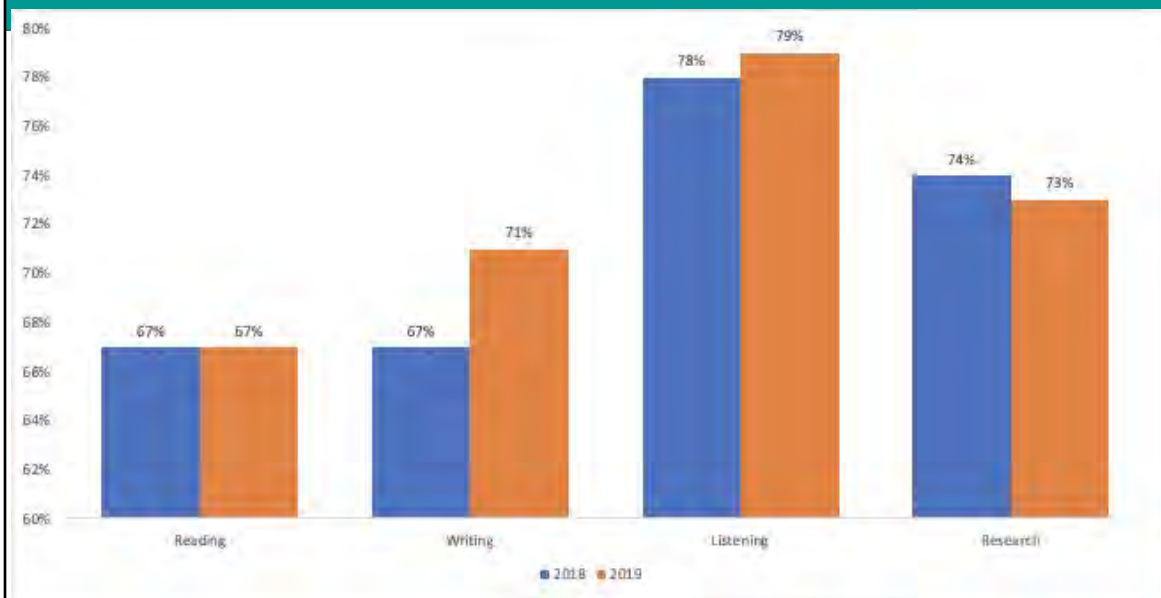


CAASPP Results | Santa Cruz County | 2017-2019 | English Language Arts/Literacy

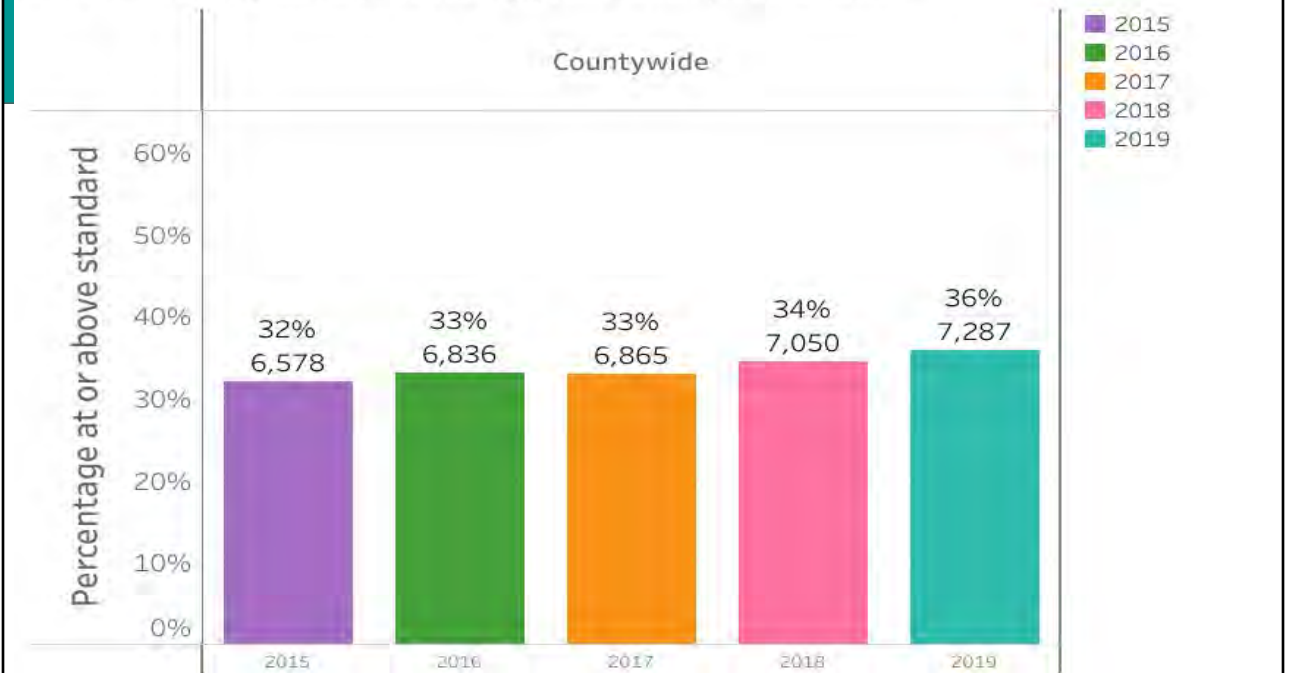




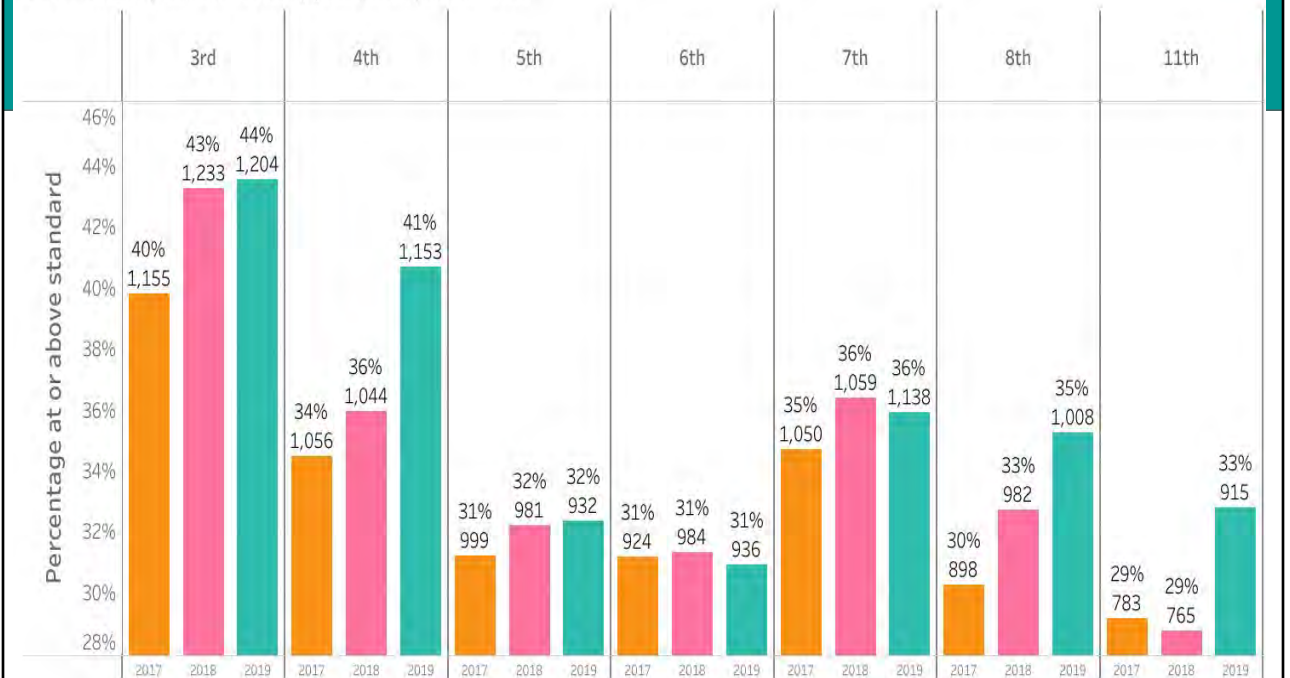
Students Above or Near Standard

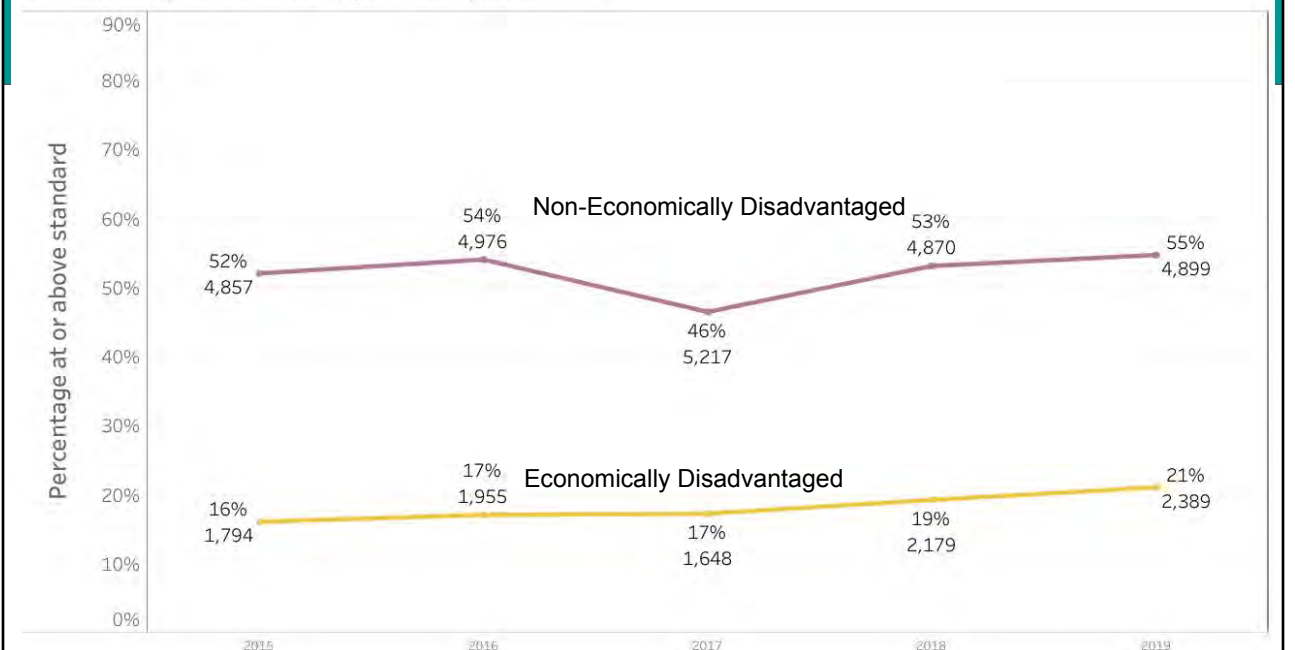
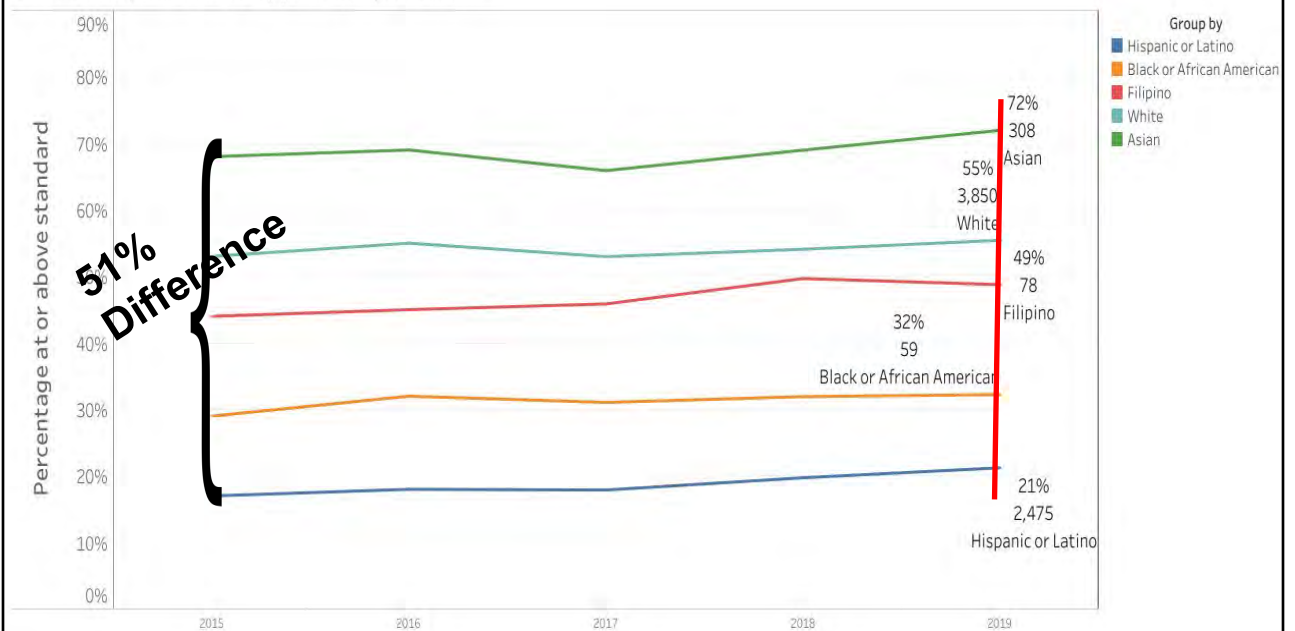


CAASPP Results | Santa Cruz County | 2015-2019 | Mathematics



CAASPP Results | Santa Cruz County | 2015-2019 | Mathematics







Overall Trends

- Minor increase in overall achievement in both Math and ELA - aligned to state increases
- Slightly behind state averages
- Most grade levels are increasing achievement with largest increase in 3rd for ELA and 4th for Math (5% and 7% respectively)
- Significant achievement gap remains (37% difference in ELA and 51% difference in Math)
- Reading and Writing proficiency lower than Listening and Research
- Foundational Math skills are lower than problem solving and communicating reasoning in Math



Santa Cruz COE Supports

- ★ Develop urgency around equity and culturally responsive instruction
- ★ English Learner Supports
- ★ Supporting Math program and interventions — minimize achievement gap
- ★ Use data-informing tools to provide ongoing program support



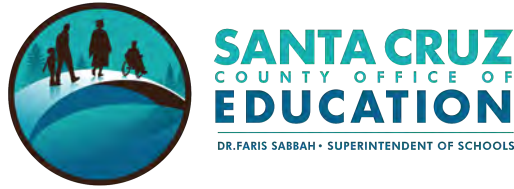
21



Questions?



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SANTA CRUZ COUNTY BOARD OF EDUCATION

AGENDA ITEM

Board Meeting Date: Nov. 21, 2019

☐

Action

☒

Information

TO: Santa Cruz County Board of Education

FROM: Thomas Tatum, Williams Coordinator, Santa Cruz COE

SUBJECT: Annual Report regarding Williams Legislation, Status of Decile 1-3 Schools: Pajaro Valley Unified School District and Santa Cruz City Schools

BACKGROUND

Education Code § 1240(2)(B) requires, pursuant to the Williams Settlement Legislation, that the County Superintendent of Schools report the findings of the visits and reviews of schools within the county designated as decile 1-3 schools.

SUPERINTENDENT'S RECOMMENDATION FOR BOARD ACTION:

Receive report.

FUNDING IMPLICATIONS

None other than COE Staffing costs to produce report.

Santa Cruz County Superintendent of Schools

WILLIAMS SETTLEMENT LEGISLATION

ANNUAL REPORT FOR PAJARO VALLEY UNIFIED SCHOOL DISTRICT 2019-20 FISCAL YEAR

The Williams Settlement Legislation requires the County Superintendent of Schools to annually monitor and report on schools ranked in Deciles 1-3 based upon the 2012 Base API (California Department of Education's Website - <http://www.cde.ca.gov/eo/ce/wc/wmsschools.asp>).

The Santa Cruz County Superintendent of Schools and staff at the Santa Cruz County Office of Education are responsible for:

1. Determining if students have "sufficient" standards-aligned instructional materials in four core subjects areas (English language arts, mathematics, history/social science and science), including science laboratory equipment in grades 9-12, and, as appropriate, in foreign languages, and health;
2. Determining if there is any facility condition that "poses an emergency or urgent threat to the health or safety of pupils or staff";
3. Determining if the school has provided accurate data on the annual School Accountability Report Card (SARC) related to the sufficiency of instructional materials and the safety, cleanliness, and adequacy of school facilities;
4. Ensuring that a Uniform Complaint Process (UCP) policy is in use and UCP notices are posted in all classrooms and in administrative offices; and
5. Determining if there are any Teacher Mis-Assignments or Teacher Vacancies at these schools.

This report presents the results of our visits and review at Pajaro Unified School District for the period of August - October 2019. The following schools were visited, and a complete Site Summary Report and Facilities Inspection Tool for each school has been included with this Annual Report for submission to District and COE Board Members and Superintendents.

School	Principal	Facilities Rating	Facilities Percentage	Instr. Materials Insufficiencies
Amesti Elementary	Juan Moran	Good	97.67%	None
Ann Soldo Elementary	Elaine Parker	Exemplary	99.44	None
Calabasas Elementary	Todd Westfall	Good	98.25%	None
Cesar E. Chavez Middle	Benjamin Benavidez	Good	91.98%	None
E. A. Hall Middle	David Harrah	Exemplary	99.63%	None
Freedom Elementary	Gloria Puga	Good	98.50%	None
H. A. Hyde Elementary	Brooke Hofkins	Good	98.56%	None
Hall District Elementary	Mayra Fernandez	Good	98.00%	None

Lakeview Middle	Rosa Hernandez	Fair	85.50%	None
Landmark Elementary	Roberto Torres	Exemplary	99.38%	None
MacQuiddy Elementary	Shelby Biddy	Good	95.19%	None
Mintie White Elementary	Vicki Hallof	Good	96.50%	None
Ohlone Elementary	Jean Gottlob	Exemplary	99.50%	None
Pajaro Middle	Christopher Harris	Good	96.56%	None
Pajaro Valley High	Matthew Levy	Good	96.02%	None
Radcliff Elementary	Laura Smith	Good	98.13%	None
Rolling Hills Middle	Ivan Alcaraz	Exemplar	99.00%	None
Starlight Elementary	Jackie Medina	Good	96.63%	None
Watsonville HS	Elaine Legorreta	Good	96.02%	None

Our findings for each area are as follows:

Instructional Materials

The team found that all students had access to sufficient instructional materials, including textbooks, in the core subject areas (including science laboratory materials at the secondary schools). All nineteen schools reviewed for instructional materials/ textbook sufficiency fully complied with the *Williams* settlement.

Facility Inspections

Utilizing the Facilities Inspection Tool (FIT), as developed by the Office of Public Schools Construction to determine if a school facility is in “good repair” as defined by Education Code (EC) Section 17002(d)(1) and to rate the facility pursuant to EC Section 17002(d)(2), a school facilities inspection was completed at each school site. Our visiting team reviewed the previous year’s FIT reports, annual FIT reports submitted by the district, and inspected restrooms, common areas, kitchen/multi-purpose facilities, and 25% of the school classrooms. 5 of the 19 schools were determined to be in “Exemplary Repair”. 13 were in “Good Repair” and 1 school scored as “Fair”. No schools pose an emergency or urgent threat to the health or safety of pupils or staff.

School Accountability Report Cards (SARC)

The Williams Settlement included language regarding the accuracy of data reported in the School Accountability Report Card (SARC). The 2017-18 SARCs for each school are available on the Pajaro Valley Unified School District (PVUSD) Website. In reviewing the 2017-18 reports, all nineteen schools’ SARCs accurately reflect the findings by the *Williams* committee members.

Teacher Assignments/Mis-assignments

During our visit, the 2019-2020 Master Schedule or Teacher Assignment Listing was collected and has been submitted to the Santa Cruz County Office of Education Human Resources Department for their annual review. The Human Resources department in PVUSD has worked collaboratively with the Santa Cruz County Office of Education to ensure that teachers are appropriately credentialed and placed in the correct teaching assignments.

In 2018-19 there were 12 teacher mis-assignments at the start of the school year, all 12 of those mis-assignments were corrected within 30 calendar days.

Uniform Complaint Process

All classrooms must have the Uniform Complaint Process Classroom Notice posted. The team found that of the 25% of classrooms visited at each site, all had current notices posted in both Spanish and English.

Amesti Elementary Williams Settlement Legislation Report 2019-20

Date of Visit: August 16, 2019
Principal: Juan Moran
Academic Coordinator: Erin Legorreta
Number of Classrooms Visited: 7
Visiting Committee Members: Tom Tatum and George Lopez

School Facilities:

As determined by the Facilities Inspection Tool (FIT) Amesti Elementary School was found to be in “Good” repair. See attached FIT Report rating of 97.67%

Teacher Assignment Monitoring:

For 2018-2019, there were no teacher misassignments or vacancies at any time during the school year.

During our visit, the 2019-2020 Master Schedule or Teacher Assignment Listing was collected and has been submitted to the Santa Cruz County Office of Education Human Resources Department for their review.

Schol Accountability Report Card:

The SARC report for 2017-18 is available on the Pajaro Valley Unified School District (PVUSD) Website for each individual school. The school SARC accurately reflects the findings by the *Williams* committee members.

Instructional Materials:

The visiting team found that all students had access to sufficient instructional materials, including textbooks, in the core subject areas. All classrooms reviewed for instructional materials/textbooks sufficiency fully complied with the *Williams* settlement.

Uniform Complaint Postings:

Notices regarding the *Williams* Lawsuit and Complaint Procedure were current and posted in all classrooms.

SCHOOL DISTRICT/COUNTY OFFICE OF EDUCATION Pajaro Valley USD		COUNTY Santa Cruz	
SCHOOL SITE Amesti Elementary		SCHOOL TYPE (GRADE LEVELS) K-5	NUMBER OF CLASSROOMS ON SITE 36
INSPECTOR'S NAME Santa Cruz C.O.E.	INSPECTOR'S TITLE Director, Maintenance Operations & Facilities	NAME OF DISTRICT REPRESENTATIVE ACCOMPANYING THE INSPECTOR(S) (IF APPLICABLE) George Lopez	
TIME OF INSPECTION 8/16/19	WEATHER CONDITION AT TIME OF INSPECTION		

PART III: CATEGORY TOTALS AND RANKING (round all calculations to two decimal places)

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS/LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	HOUSEKEEP- ING/ SQ. PREP	PEST/TERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/ FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/ SCHOOL GROUNDS	WINDOWS/DOORS/ GATES/FENCES
14	Number of "✓"'s	14	13	14	13	13	14	14	14	14	14	14	13	14	14	14
	Number of "D"'s	0	1	0	1	1	0	0	0	0	0	0	1	0	0	0
	Number of "X"'s	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/A's	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Percent of System in Good Repair Number of "✓"'s divided by (Total Areas - "N/A"'s)"		100	92	100	92	92	100	100	100	100	100	100	92	100	100	100
Total Percent per Category (average of above)*		97.33			92.00	96.00		100.00	100.00		100.00		96.00		100.00	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		Good			Good	Good		Good	Good		Good		Good		Good	

*Note: An extreme deficiency in any area automatically results in a "poor" ranking for that category and a zero for "Total Percent per Category".

OVERALL RATING:	DETERMINE AVERAGE PERCENTAGE OF 8 CATEGORIES ABOVE	97.67	SCHOOL RATING**	Good
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**For School Rating, apply the Percentage Range below to the average percentage determined above, taking into account the rating Description below.

PERCENTAGE	DESCRIPTION	RATING
99%-100%	The school meets most or all standards of good repair. Deficiencies noted, if any, are not significant and/or impact a very small area of the school.	EXEMPLARY
90%-98.99%	The school is maintained in good repair with a number of non-critical deficiencies noted. These deficiencies are isolated, and/or resulting from minor wear and tear, and/or in the process of being mitigated.	GOOD
75%-89.99%	The school is not in good repair. Some deficiencies noted are critical and/or widespread. Repairs and/or additional maintenance are necessary in several areas of the school site.	FAIR
0%-74.99%	The school facilities are in poor condition. Deficiencies of various degrees have been noted throughout the site. Major repairs and maintenance are necessary throughout the campus.	POOR

COMMENTS AND RATING EXPLANATION: The multipurpose room siding is damaged and needs to be replaced.

Ann Soldo Elementary Williams Settlement Legislation Report 2019-20

Date of Visit: August 16, 2019
Principal: Elaine Parker
Academic Coordinator: Jennifer Taylor-Daniels
Number of Classrooms Visited: 7
Visiting Committee Members: Tom Tatum and George Lopez

School Facilities:

As determined by the Facilities Inspection Tool (FIT) Ann Soldo Elementary School was found to be in “Exemplary Repair”. See attached FIT Report rating of 99.44%

Teacher Assignment Monitoring:

For 2018-2019, there were no teacher misassignments or vacancies at any time during the school year.

During our visit, the 2019-2020 Master Schedule or Teacher Assignment Listing was collected and has been submitted to the Santa Cruz County Office of Education Human Resources Department for their review.

Schol Accountability Report Card:

The SARC report for 2017-18 is available on the Pajaro Valley Unified School District (PVUSD) Website for each individual school. The school SARC accurately reflects the findings by the *Williams* committee members.

Instructional Materials:

The visiting team found that all students had access to sufficient instructional materials, including textbooks, in the core subject areas. All classrooms reviewed for instructional materials/textbooks sufficiency fully complied with the *Williams* settlement.

Uniform Complaint Postings:

Notices regarding the *Williams* Lawsuit and Complaint Procedure were current and posted in all classrooms.

SCHOOL DISTRICT/COUNTY OFFICE OF EDUCATION Pajaro Valley USD		COUNTY Santa Cruz	
SCHOOL SITE Soldo (Ann) Elementary		SCHOOL TYPE (GRADE LEVELS) K-5	NUMBER OF CLASSROOMS ON SITE 27
INSPECTOR'S NAME Santa Cruz C.O.E.	INSPECTOR'S TITLE Director Maintenance Operations & Facilities	NAME OF DISTRICT REPRESENTATIVE ACCOMPANYING THE INSPECTOR(S) (IF APPLICABLE) George Lopez	
TIME OF INSPECTION 8/16/19		WEATHER CONDITION AT TIME OF INSPECTION	

PART III: CATEGORY TOTALS AND RANKING (round all calculations to two decimal places)

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERIOR	
		G.S.E.V.S.	MECH/VAC	POWER	INTERIOR SURFACES	HOUSEKEEPING	PEST/TERMINAL INFESTATION	ELECTRICAL	RESTROOMS	SNOW FOUNTAIN	FIRE/FURY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	POOLS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/ENTRANCES
12	Number of "A"s	12	12	12	12	11	12	12	12	12	12	12	12	12	12	12
	Number of "B"s	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0
	Number of "C"s	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of "NA"s	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Percent of System In Good Repair Number of "A"s divided by (Total Areas - "NA"s)		100	100	100	100	91	100	100	100	100	100	100	100	100	100	100
Total Percent per Category (average of above)		100.00			100.00	95.50		100.00	100.00		100.00		100.00		100.00	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		Good			Good	Good		Good	Good		Good		Good		Good	

*Note: An extreme deficiency in any area automatically results in a "poor" ranking for that category and a zero for "Total Percent per Category".

OVERALL RATING:	DETERMINE AVERAGE PERCENTAGE OF 8 CATEGORIES ABOVE	99.44	SCHOOL RATING*	Exemplary
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**For School Rating, apply the Percentage Range below to the average percentage determined above, taking into account the rating Description below.

PERCENTAGE	DESCRIPTION	RATING
99%-100%	The school meets most or all standards of good repair. Deficiencies noted, if any, are not significant and/or impact a very small area of the school.	EXEMPLARY
90%-99.99%	The school is maintained in good repair with a number of non-critical deficiencies noted. These deficiencies are isolated, and/or resulting from minor wear and tear, and/or in the process of being mitigated.	GOOD
75%-89.99%	The school is not in good repair. Some deficiencies noted are critical and/or widespread. Repairs and/or additional maintenance are necessary in several areas of the school site.	FAIR
0%-74.99%	The school facilities are in poor condition. Deficiencies of various degrees have been noted throughout the site. Major repairs and maintenance are necessary throughout the campus.	POOR

COMMENTS AND RATING EXPLANATION: _____

Calabasas Elementary Williams Settlement Legislation Report 2019-20

Date of Visit:	August 20, 2019
Principal:	Todd Westfall
Academic Coordinator:	Cara Oklin
Number of Classrooms Visited:	7
Visiting Committee Members:	Tom Tatum and George Lopez

School Facilities:

As determined by the Facilities Inspection Tool (FIT) Calabasas Elementary School was found to be in “Good” repair. See attached FIT Report rating of 98.25%

Teacher Assignment Monitoring:

For 2018-2019, there were no teacher misassignments or vacancies at any time during the school year.

During our visit, the 2019-2020 Master Schedule or Teacher Assignment Listing was collected and has been submitted to the Santa Cruz County Office of Education Human Resources Department for their review.

School Accountability Report Card:

The SARC report for 2017-18 is available on the Pajaro Valley Unified School District (PVUSD) Website for each individual school. The school SARC accurately reflects the findings by the *Williams* committee members.

Instructional Materials:

The visiting team found that all students had access to sufficient instructional materials, including textbooks, in the core subject areas. All classrooms reviewed for instructional materials/textbooks sufficiency fully complied with the *Williams* settlement.

Uniform Complaint Postings:

Notices regarding the *Williams* Lawsuit and Complaint Procedure were current and posted in all classrooms.

SCHOOL DISTRICT/COUNTY OFFICE OF EDUCATION Pajaro Valley USD		COUNTY Santa Cruz	
SCHOOL SITE Calabazas Elementary		SCHOOL TYPE (GRADE LEVELS) K-5	NUMBER OF CLASSROOMS ON SITE 28
INSPECTOR(S) NAME Santa Cruz C.O.E.	INSPECTOR(S) TITLE Director Maintenance Operations & Facilities	NAME OF DISTRICT REPRESENTATIVE ACCOMPANYING THE INSPECTOR(S) (IF APPLICABLE) George Lopez	
TIME OF INSPECTION 8/20/19		WEATHER CONDITION AT TIME OF INSPECTION	

PART III: CATEGORY TOTALS AND RANKING (round all calculations to two decimal places)

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR		C. CLIMATE/ENVIRONMENT		D. ELECTRICAL		E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GABLES	MET/HVAC	SEWER	INTERIOR SURFACES	HOUSING/ EQUIP	PEST/TERMIN INFECTION	ELECTRICAL	RESTROOMS	SINKS/ FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	FLOORING/ SCHOOL GRASS/LAND	WIND ON DOORS/ GATE/PENNCES		
11	Number of "A"s	11	11	11	11	8	11	11	11	11	11	11	11	11	11	11		
	Number of "D"s	0	0	0	0	3	0	0	0	0	0	0	0	0	0	0		
	Number of "X"s	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
	Number of N/A's	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Percent of System in Good Repair Number of "A"s divided by (Total Areas - "N/A"s)		100	100	100	100	72	100	100	100	100	100	100	100	100	100	100		
Total Percent per Category (average of above)		100.00			100.00	86.00		100.00	100.00		100.00		100.00		100.00		100.00	
Rank (Circle one) GOOD = 80%-100% FAIR = 75%-84.99% POOR = 0%-74.99%		Good			Good	Fair		Good	Good		Good		Good		Good		Good	

*Note: An extreme deficiency in any area automatically results in a "poor" ranking for that category and a zero for "Total Percent per Category".

OVERALL RATING:	DETERMINE AVERAGE PERCENTAGE OF 8 CATEGORIES ABOVE	98.25	SCHOOL RATING:	Good
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**For School Rating, apply the Percentage Range below to the average percentage determined above, taking into account the rating Description below.

PERCENTAGE	DESCRIPTION	RATING
99%-100%	The school meets most or all standards of good repair. Deficiencies noted, if any, are not significant and/or impact a very small area of the school.	EXEMPLARY
90%-98.99%	The school is maintained in good repair with a number of non-critical deficiencies noted. These deficiencies are isolated, and/or resulting from minor wear and tear, and/or in the process of being mitigated.	GOOD
75%-89.99%	The school is not in good repair. Some deficiencies noted are critical and/or widespread. Repairs and/or additional maintenance are necessary in several areas of the school site.	FAIR
0%-74.99%	The school facilities are in poor condition. Deficiencies of various degrees have been noted throughout the site. Major repairs and maintenance are necessary throughout the campus.	POOR

COMMENTS AND RATING EXPLANATION:

Cesar Chavez Middle School Williams Settlement Legislation Report 2019-20

Date of Visit:	August 22, 2019
Principal:	Benjamin Benavidez
Assistant Principal:	Jason Rooney
Number of Classrooms Visited:	14
Visiting Committee Members:	Tom Tatum and George Lopez

School Facilities:

As determined by the Facilities Inspection Tool (FIT) Cesar Chavez Middle School was found to be in “Good” repair. See attached FIT Report rating of 91.98%

Teacher Assignment Monitoring:

For 2018-2019, there were no teacher misassignments or vacancies at any time during the school year.

During our visit, the 2019-2020 Master Schedule or Teacher Assignment Listing was collected and has been submitted to the Santa Cruz County Office of Education Human Resources Department for their review.

Schol Accountability Report Card:

The SARC report for 2017-18 is available on the Pajaro Valley Unified School District (PVUSD) Website for each individual school. The school SARC accurately reflects the findings by the *Williams* committee members.

Instructional Materials:

The visiting team found that all students had access to sufficient instructional materials, including textbooks, in the core subject areas. All classrooms reviewed for instructional materials/textbooks sufficiency fully complied with the *Williams* settlement.

Uniform Complaint Postings:

Notices regarding the *Williams* Lawsuit and Complaint Procedure were current and posted in all classrooms.

SCHOOL DISTRICT/COUNTY OFFICE OF EDUCATION Pajaro Valley USD		COUNTY Santa Cruz	
SCHOOL SITE Chavez (Cesar E.) Middle		SCHOOL TYPE (GRADE LEVELS) 6th-8th	NUMBER OF CLASSROOMS ON SITE 33
INSPECTOR'S NAME Santa Cruz C.O.E.	INSPECTOR'S TITLE Director, Maintenance Operations & Facilities		NAME OF DISTRICT REPRESENTATIVE ACCOMPANYING THE INSPECTOR(S) (IF APPLICABLE) George Lopez
TIME OF INSPECTION 8/22/19		WEATHER CONDITION AT TIME OF INSPECTION	

PART III: CATEGORY TOTALS AND RANKING (round all calculations to two decimal places)

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLOSET/LOCKERS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERIOR	
		GABLES/VS	MECHANICAL	SEWER	INTERIOR SURFACES	HOURGLASS/EP. REP.	POST/TERM INFECTION	ELECTRICAL	RESTROOMS	TRNS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	VIEW/DOWNSIDE/OUTER PERIMETER
14	Number of "✓"'s	14	13	14	14	12	14	14	14	14	14	14	12	14	14	13
	Number of "0"'s	0	1	0	0	2	0	0	0	0	0	0	1	0	0	1
	Number of "X"'s	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0
	Number of "NA"'s	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Percent of System In Good Repair Number of "✓"'s divided by (Total Areas - "NA"'s)"		100	92	100	100	85	100	100	100	100	100	100	0	100	100	92
Total Percent per Category (average of above)*		97.33			100.00	92.50		100.00	100.00		100.00		50.00		96.00	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		Good			Good	Good		Good	Good		Good		Poor		Good	

*Note: An extreme deficiency in any area automatically results in a "poor" ranking for that category and a zero for "Total Percent per Category".

OVERALL RATING:	DETERMINE AVERAGE PERCENTAGE OF 8 CATEGORIES ABOVE	91.98	SCHOOL RATING**	Good
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**For School Rating, apply the Percentage Range below to the average percentage determined above, taking into account the rating Description below.

PERCENTAGE	DESCRIPTION	RATING
99%-100%	The school meets most or all standards of good repair. Deficiencies noted, if any, are not significant and/or impact a very small area of the school.	EXEMPLARY
90%-89.99%	The school is maintained in good repair with a number of non-critical deficiencies noted. These deficiencies are isolated, and/or resulting from minor wear and tear, and/or in the process of being mitigated.	GOOD
75%-89.99%	The school is not in good repair. Some deficiencies noted are critical and/or widespread. Repairs and/or additional maintenance are necessary in several areas of the school site.	FAIR
0%-74.99%	The school facilities are in poor condition. Deficiencies of various degrees have been noted throughout the site. Major repairs and maintenance are necessary throughout the campus.	POOR

COMMENTS AND RATING EXPLANATION: The baseball field landslide has not been addressed. Portable 32 is missing the front gutter

E A Hall Middle School Williams Settlement Legislation Report 2019-20

Date of Visit:	August 26, 2019
Principal:	David Harrah
Assistant Principal:	Tanya Boyle
Number of Classrooms Visited:	15
Visiting Committee Members:	Tom Tatum and George Lopez

School Facilities:

As determined by the Facilities Inspection Tool (FIT) E A Hall Middle School was found to be in "Exemplary Repair". See attached FIT Report rating of 99.63%

Teacher Assignment Monitoring:

For 2018-2019, there were no teacher misassignments or vacancies at any time during the school year.

During our visit, the 2019-2020 Master Schedule or Teacher Assignment Listing was collected and has been submitted to the Santa Cruz County Office of Education Human Resources Department for their review.

School Accountability Report Card:

The SARC report for 2017-18 is available on the Pajaro Valley Unified School District (PVUSD) Website for each individual school. The school SARC accurately reflects the findings by the *Williams* committee members.

Instructional Materials:

The visiting team found that all students had access to sufficient instructional materials, including textbooks, in the core subject areas. All classrooms reviewed for instructional materials/textbooks sufficiency fully complied with the *Williams* settlement.

Uniform Complaint Postings:

Notices regarding the *Williams* Lawsuit and Complaint Procedure were current and posted in all classrooms.

SCHOOL DISTRICT/COUNTY OFFICE OF EDUCATION Pajaro Valley USD		COUNTY Santa Cruz
SCHOOL SITE Hall (E.A.) Middle		SCHOOL TYPE (GRADE LEVELS) 6th - 8th
INSPECTOR'S NAME Santa Cruz C.O.E.		NUMBER OF CLASSROOMS ON SITE 47
INSPECTOR'S TITLE Director Maintenance Operations & Facilities		NAME OF DISTRICT REPRESENTATIVE ACCOMPANYING THE INSPECTOR(S) (IF APPLICABLE) George Lopez
TIME OF INSPECTION 8/26/19		WEATHER CONDITION AT TIME OF INSPECTION

PART III: CATEGORY TOTALS AND RANKING (round all calculations to two decimal places)

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR		C. CLEANLINESS		D. ELECTRICAL		E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERIOR	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	HOUSING/EST. PEST	PEST/TERMITE INFESTATION	3. ELECTRICAL	RESTROOMS	TRINK FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	POOLS	PLAYGROUND/SCHOOL GROUNDS	WINDOWN DOORS/ GATE/FENCES		
18	Number of "V"s	18	18	18	18	18	18	18	18	18	18	18	18	18	17	18		
	Number of "D"s	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0		
	Number of "X"s	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
	Number of "NA"s	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Percent of System in Good Repair Number of "V"s divided by (Total Areas - "NA"s)		100	100	100	100	100	100	100	100	100	100	100	100	100	94	100		
Total Percent per Category (average of above)*		100.00			100.00	100.00		100.00	100.00		100.00		100.00		97.00			
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		Good			Good	Good		Good	Good		Good		Good		Good			

*Note: An extreme deficiency in any area automatically results in a "poor" ranking for that category and a zero for "Total Percent per Category".

OVERALL RATING:	DETERMINE AVERAGE PERCENTAGE OF 8 CATEGORIES ABOVE	99.63	SCHOOL RATING*	Exemplary
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**For School Rating, apply the Percentage Range below to the average percentage determined above, taking into account the rating Description below.

PERCENTAGE	DESCRIPTION	RATING
99%-100%	The school meets most or all standards of good repair. Deficiencies noted, if any, are not significant and/or impact a very small area of the school.	EXEMPLARY
90%-98.99%	The school is maintained in good repair with a number of non-critical deficiencies noted. These deficiencies are isolated, and/or resulting from minor wear and tear, and/or in the process of being mitigated.	GOOD
75.1%-89.99%	The school is not in good repair. Some deficiencies noted are critical and/or widespread. Repairs and/or additional maintenance are necessary in several areas of the school site.	FAIR
0%-74.99%	The school facilities are in poor condition. Deficiencies of various degrees have been noted throughout the site. Major repairs and maintenance are necessary throughout the campus.	POOR

COMMENTS AND RATING EXPLANATION:

Freedom Elementary Williams Settlement Legislation Report 2019-20

Date of Visit:	August 20, 2019
Principal:	Gloria Puga
Academic Coordinator:	Rebecca Milburn
Number of Classrooms Visited:	8
Visiting Committee Members:	Tom Tatum and George Lopez

School Facilities:

As determined by the Facilities Inspection Tool (FIT) Freedom Elementary School was found to be in “Good” repair. See attached FIT Report rating of 98.50%

Teacher Assignment Monitoring:

For 2018-2019, there were no teacher misassignments or vacancies at any time during the school year.

During our visit, the 2019-2020 Master Schedule or Teacher Assignment Listing was collected and has been submitted to the Santa Cruz County Office of Education Human Resources Department for their review.

Schol Accountability Report Card:

The SARC report for 2017-18 is available on the Pajaro Valley Unified School District (PVUSD) Website for each individual school. The school SARC accurately reflects the findings by the *Williams* committee members.

Instructional Materials:

The visiting team found that all students had access to sufficient instructional materials, including textbooks, in the core subject areas. All classrooms reviewed for instructional materials/textbooks sufficiency fully complied with the *Williams* settlement.

Uniform Complaint Postings:

Notices regarding the *Williams* Lawsuit and Complaint Procedure were current and posted in all classrooms.

SCHOOL DISTRICT/COUNTY/OFFICE OF EDUCATION Pajaro Valley USD		COUNTY Santa Cruz
SCHOOL SITE Freedom Elementary		SCHOOL TYPE (GRADE LEVEL) K-5
INSPECTOR'S NAME Santa Cruz C.O.E.		NUMBER OF CLASSROOMS ON SITE 38
TIME OF INSPECTION 8/20/19		NAME OF DISTRICT REPRESENTATIVE ACCOMPANYING THE INSPECTOR (IF APPLICABLE) George Lopez
INSPECTOR'S TITLE Director Maintenance Operations & Facilities		WEATHER CONDITION AT TIME OF INSPECTION

PART III: CATEGORY TOTALS AND RANKING (round all calculations to two decimal places)

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. MATERIAL	
		GABLES/WS	MED/HVAC	SEWER	INTERIOR SURFACES	HOUSEKEEPING PREP	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINK/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL EQUIPMENT	WINDOWS/DOORS/GATE/FENCES
		Number of "✓"'s	13	13	13	13	10	13	13	13	13	13	13	13	13	13
		Number of "0"'s	0	0	0	0	3	0	0	0	0	0	0	0	0	0
		Number of "X"'s	0	0	0	0	0	0	0	0	0	0	0	0	0	0
		Number of N/A's	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Percent of System in Good Repair: Number of "✓"'s divided by (Total Areas - "NA"'s)		100	100	100	100	76	100	100	100	100	100	100	100	100	100	
Total Percent per Category (average of above)*		100.00			100.00	88.00		100.00	100.00		100.00		100.00		100.00	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		Good			Good	Fair		Good	Good		Good		Good		Good	

*Note: An extreme deficiency in any area automatically results in a "poor" ranking for that category and a zero for "Total Percent per Category".

OVERALL RATING:	DETERMINE AVERAGE PERCENTAGE OF 8 CATEGORIES ABOVE	98.50	SCHOOL RATING:	Good
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**For School Rating, apply the Percentage Range below to the average percentage determined above, taking into account the rating Description below.

PERCENTAGE	DESCRIPTION	RATING
99%-100%	The school meets most or all standards of good repair. Deficiencies noted, if any, are not significant and/or impact a very small area of the school.	EXEMPLARY
90%-98.99%	The school is maintained in good repair with a number of non-critical deficiencies noted. These deficiencies are isolated, and/or resulting from minor wear and tear, and/or in the process of being mitigated.	GOOD
75%-89.99%	The school is not in good repair. Some deficiencies noted are critical and/or widespread. Repairs and/or additional maintenance are necessary in several areas of the school site.	FAIR
0%-74.99%	The school facilities are in poor condition. Deficiencies of various degrees have been noted throughout the site. Major repairs and maintenance are necessary throughout the campus.	POOR

COMMENTS AND RATING EXPLANATION:

H A Hyde Elementary Williams Settlement Legislation Report 2019-20

Date of Visit:	August 22, 2019
Principal:	Brooke Hofkins
Academic Coordinator:	Palmira Gallo
Number of Classrooms Visited:	7
Visiting Committee Members:	Tom Tatum and George Lopez

School Facilities:

As determined by the Facilities Inspection Tool (FIT) H A Hyde Elementary School was found to be in “Good” repair. See attached FIT Report rating of 98.56%

Teacher Assignment Monitoring:

For 2018-2019, there were no teacher misassignments or vacancies at any time during the school year.

During our visit, the 2019-2020 Master Schedule or Teacher Assignment Listing was collected and has been submitted to the Santa Cruz County Office of Education Human Resources Department for their review.

Schol Accountability Report Card:

The SARC report for 2017-18 is available on the Pajaro Valley Unified School District (PVUSD) Website for each individual school. The school SARC accurately reflects the findings by the *Williams* committee members.

Instructional Materials:

The visiting team found that all students had access to sufficient instructional materials, including textbooks, in the core subject areas. All classrooms reviewed for instructional materials/textbooks sufficiency fully complied with the *Williams* settlement.

Uniform Complaint Postings:

Notices regarding the *Williams* Lawsuit and Complaint Procedure were current and posted in all classrooms.

SCHOOL DISTRICT/COUNTY OFFICE OF EDUCATION Pajaro Valley USD		COUNTY Santa Cruz	
SCHOOL SITE Hyde (H. A.) Elementary		SCHOOL TYPE (GRADE LEVELS) K-5	NUMBER OF CLASSROOMS ON SITE 35
INSPECTOR'S NAME Santa Cruz C.O.E.	INSPECTOR'S TITLE Director Maintenance Operations & Facilities		NAME OF DISTRICT REPRESENTATIVE ACCOMPANYING THE INSPECTOR(S) (IF APPLICABLE) George Lopez
TIME OF INSPECTION 8/22/19	WEATHER CONDITION AT TIME OF INSPECTION		

PART III: CATEGORY TOTALS AND RANKING (round all calculations to two decimal places)

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR		C. CLEANLINESS		D. ELECTRICAL		E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	HOUSEKEEPING	PEST/TERMITES INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES		
9	Number of "V"s	9	9	9	9	7	9	9	9	9	9	9	9	9	9	9	9	9
	Number of "D"s	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0
	Number of "A"s	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of "N/A"s	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Percent of System In Good Repair Number of "V"s divided by (Total Areas - "N/A"s)		100	100	100	100	77	100	100	100	100	100	100	100	100	100	100	100	100
Total Percent per Category (average of above)		100.00			100.00	88.50		100.00	100.00		100.00		100.00		100.00		100.00	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		Good			Good	Fair		Good	Good		Good		Good		Good		Good	

*Note: An extreme deficiency in any area automatically results in a "poor" ranking for that category and a zero for "Total Percent per Category".

OVERALL RATING:	DETERMINE AVERAGE PERCENTAGE OF 8 CATEGORIES ABOVE	98.56	SCHOOL RATING*	Good
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**For School Rating, apply the Percentage Range below to the average percentage determined above, taking into account the rating Description below.

PERCENTAGE	DESCRIPTION	RATING
90%-100%	The school meets most or all standards of good repair. Deficiencies noted, if any, are not significant and/or impact a very small area of the school.	EXEMPLARY
80%-89.99%	The school is maintained in good repair with a number of non-critical deficiencies noted. These deficiencies are isolated, and/or resulting from minor wear and tear, and/or in the process of being mitigated.	GOOD
75%-79.99%	The school is not in good repair. Some deficiencies noted are critical and/or widespread. Repairs and/or additional maintenance are necessary in several areas of the school site.	FAIR
0%-74.99%	The school facilities are in poor condition. Deficiencies of various degrees have been noted throughout the site. Major repairs and maintenance are necessary throughout the campus.	POOR

COMMENTS AND RATING EXPLANATION:

Hall District Elementary Williams Settlement Legislation Report 2019-20

Date of Visit:	August 15, 2019
Principal:	Myra Fernandez
Academic Coordinator:	Todd Michael
Number of Classrooms Visited:	6
Visiting Committee Members:	Tom Tatum and George Lopez

School Facilities:

As determined by the Facilities Inspection Tool (FIT) Hall District Elementary School was found to be in “Good” repair. See attached FIT Report rating of 98.00%

Teacher Assignment Monitoring:

For 2018-2019, there were no teacher misassignments or vacancies at any time during the school year.

During our visit, the 2019-2020 Master Schedule or Teacher Assignment Listing was collected and has been submitted to the Santa Cruz County Office of Education Human Resources Department for their review.

Schol Accountability Report Card:

The SARC report for 2017-18 is available on the Pajaro Valley Unified School District (PVUSD) Website for each individual school. The school SARC accurately reflects the findings by the *Williams* committee members.

Instructional Materials:

The visiting team found that all students had access to sufficient instructional materials, including textbooks, in the core subject areas. All classrooms reviewed for instructional materials/textbooks sufficiency fully complied with the *Williams* settlement.

Uniform Complaint Postings:

Notices regarding the *Williams* Lawsuit and Complaint Procedure were current and posted in all classrooms.

SCHOOL DISTRICT/COUNTY OFFICE OF EDUCATION

Pajaro Valley Unified School District

COUNTY

Santa Cruz County

SCHOOL SITE

Hall District Elementary

SCHOOL TYPE (GRADE LEVELS)

K-5

NUMBER OF CL./SPROOMS ON SITE

35

INSPECTOR'S NAME

Santa Cruz C.O.E.

INSPECTOR'S TITLE

Director Maintenance, Operations & Facilities

NAME OF DISTRICT REPRESENTATIVE ACCOMPANYING THE INSPECTOR(S) (IF APPLICABLE)

George Lopez

TIME OF INSPECTION

8/15/19

WEATHER CONDITION AT TIME OF INSPECTION

PART III: CATEGORY TOTALS AND RANKING (round all calculations to two decimal places)

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR		C. CLEANLINESS		D. ELECTRICAL	E. RESTROOM/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MEDIA/HVAC	POWER	INTERIOR SURFACES	HOUSEKEEPING SO FRESH	PEST/INSECT INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/SCREENS	
		Number of "V"s	13	13	13	13	10	13	13	13	13	13	13	12	13	13	
		Number of "D"s	0	0	0	0	3	0	0	0	0	0	0	1	0	0	
		Number of "X"s	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
13	Number of "NAs"	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Percent of System In Good Repair Number of "V"s divided by (Total Areas - "NAs")		100	100	100	100	76	100	100	100	100	100	100	100	92	100	100	
Total Percent per Category (average of above)		100.00			100.00	88.00		100.00	100.00		100.00		98.00		100.00		
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		Good			Good	Fair		Good	Good		Good		Good		Good		

*Note: An extreme deficiency in any area automatically results in a "poor" ranking for that category and a zero for "Total Percent per Category".

OVERALL RATING:

DETERMINE AVERAGE PERCENTAGE OF 8 CATEGORIES ABOVE

98.00

SCHOOL RATING:

Good

**For School Rating, apply the Percentage Range below to the average percentage determined above, taking into account the rating Description below.

PERCENTAGE	DESCRIPTION	RATING
90%-100%	The school meets most or all standards of good repair. Deficiencies noted, if any, are not significant and/or impact a very small area of the school.	EXEMPLARY
80%-89.99%	The school is maintained in good repair with a number of non-critical deficiencies noted. These deficiencies are isolated, and/or resulting from minor wear and tear, and/or in the process of being mitigated.	GOOD
75%-79.99%	The school is not in good repair. Some deficiencies noted are critical and/or widespread. Repairs and/or additional maintenance are necessary in several areas of the school site.	FAIR
0%-74.99%	The school facilities are in poor condition. Deficiencies of various degrees have been noted throughout the site. Major repairs and maintenance are necessary throughout the campus.	POOR

COMMENTS AND RATING EXPLANATION:

Lakeview Middle School Williams Settlement Legislation Report 2019-20

Date of Visit: August 16, 2019
Principal: Rosa Hernandez
Assistant Principal : Juan Alcantar
Number of Classrooms Visited: 8
Visiting Committee Members: Tom Tatum and George Lopez

School Facilities:

As determined by the Facilities Inspection Tool (FIT) Lakeview Middle School was found to be in “Fair” repair. See attached FIT Report rating of 85.50%

Teacher Assignment Monitoring:

For 2018-2019, there were no teacher misassignments or vacancies at any time during the school year.

During our visit, the 2019-2020 Master Schedule or Teacher Assignment Listing was collected and has been submitted to the Santa Cruz County Office of Education Human Resources Department for their review.

School Accountability Report Card:

The SARC report for 2017-18 is available on the Pajaro Valley Unified School District (PVUSD) Website for each individual school. The school SARC accurately reflects the findings by the *Williams* committee members.

Instructional Materials:

The visiting team found that all students had access to sufficient instructional materials, including textbooks, in the core subject areas. All classrooms reviewed for instructional materials/textbooks sufficiency fully complied with the *Williams* settlement.

Uniform Complaint Postings:

Notices regarding the *Williams* Lawsuit and Complaint Procedure were current and posted in all classrooms.

SCHOOL DISTRICT/COUNTY/OFFICE OF EDUCATION Pajaro Valley USD		COUNTY Santa Cruz	
SCHOOL SITE Lakeview Middle		SCHOOL TYPE (GRADE LEVELS) 6th-8th	NUMBER OF CLASSROOM ON SITE 30
INSPECTOR(S) NAME Santa Cruz C.O.E.	INSPECTOR(S) TITLE Director Maintenance Operations & Facilities		NAME OF DISTRICT REPRESENTATIVE ACCOMPANYING THE INSPECTOR(S) (IF APPLICABLE) George Lopez
TIME OF INSPECTION 8/16/19		WEATHER CONDITION AT TIME OF INSPECTION	

PART III: CATEGORY TOTALS AND RANKING (round all calculations to two decimal places)

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR		C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL		
		GASLEYS	MECHANICAL	SEWER	INTERIOR SURFACES	HOURS/SEW. REPAIR	PERMITS/INFILTRATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FRESH/FETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES		
		Number of "A's"	12	13	13	12	12	13	12	13	13	13	13	13	13	12		
		Number of "D's"	0	0	0	1	1	0	0	0	0	0	0	0	0	1		
		Number of "K's"	0	0	0	0	0	0	1	0	0	0	0	0	0	0		
13	Number of "NA's"	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Percent of System In Good Repair Number of "A's" divided by (Total Areas - "NA's")		100	100	100	92	92	100	0	100	100	100	100	100	100	92			
Total Percent per Category (average of above)		100.00			92.00		98.00		0.00		100.00		100.00		100.00		98.00	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		Good			Good		Good		Poor		Good		Good		Good		Good	

*Note: An extreme deficiency in any area automatically results in a "poor" ranking for that category and a zero for "Total Percent per Category".

OVERALL RATING:	DETERMINE AVERAGE PERCENTAGE OF 8 CATEGORIES ABOVE	85.50	SCHOOL RATING**	Fair
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**For School Rating, apply the Percentage Range below to the average percentage determined above, taking into account the rating Description below.

PERCENTAGE	DESCRIPTION	RATING
99%-100%	The school meets most or all standards of good repair. Deficiencies noted, if any, are not significant and/or impact a very small area of the school.	EXEMPLARY
90%-99.99%	The school is maintained in good repair with a number of non-critical deficiencies noted. These deficiencies are isolated, and/or resulting from minor wear and tear, and/or in the process of being mitigated.	GOOD
75%-89.99%	The school is not in good repair. Some deficiencies noted are critical and/or widespread. Repairs and/or additional maintenance are necessary in several areas of the school site.	FAIR
0%-74.99%	The school facilities are in poor condition. Deficiencies of various degrees have been noted throughout the site. Major repairs and maintenance are necessary throughout the campus.	POOR

COMMENTS AND RATING EXPLANATION: _____

Landmark Elementary Williams Settlement Legislation Report 2019-20

Date of Visit: August 23, 2019
Principal: Roberto Torres
Academic Coordinator: Ashley Moules
Number of Classrooms Visited: 7
Visiting Committee Members: Tom Tatum and George Lopez

School Facilities:

As determined by the Facilities Inspection Tool (FIT) Landmark Elementary School was found to be in “Exemplary” repair. See attached FIT Report rating of 99.38%

Teacher Assignment Monitoring:

For 2018-2019, there were no teacher misassignments or vacancies at any time during the school year.

During our visit, the 2019-2020 Master Schedule or Teacher Assignment Listing was collected and has been submitted to the Santa Cruz County Office of Education Human Resources Department for their review.

Schol Accountability Report Card:

The SARC report for 2017-18 is available on the Pajaro Valley Unified School District (PVUSD) Website for each individual school. The school SARC accurately reflects the findings by the *Williams* committee members.

Instructional Materials:

The visiting team found that all students had access to sufficient instructional materials, including textbooks, in the core subject areas. All classrooms reviewed for instructional materials/textbooks sufficiency fully complied with the *Williams* settlement.

Uniform Complaint Postings:

Notices regarding the *Williams* Lawsuit and Complaint Procedure were current and posted in all classrooms.

SCHOOL DISTRICT/COUNTY OFFICE OF EDUCATION Pajaro Valley USD		COUNTY Santa Cruz	
SCHOOL SITE Landmark Elementary		SCHOOL TYPE (GRADE LEVELS) K-5	NUMBER OF CLASSROOM ON SITE 31
INSPECTOR'S NAME Santa Cruz C.O.E.	INSPECTOR'S TITLE Director, Maintenance Operations & Facilities	NAME OF DISTRICT REPRESENTATIVE ACCOMPANYING THE INSPECTOR(S) (IF APPLICABLE) George Lopez	
TIME OF INSPECTION 8/23/19		WEATHER CONDITION AT TIME OF INSPECTION	

PART III: CATEGORY TOTALS AND RANKING (round all calculations to two decimal places)

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOM/MOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERIOR	
		CABLES	MECHANICAL	SEWER	INTERIOR SURFACES	HOUSEKEEPING	PEST/TERMINAL INFESTATION	ELECTRICAL	RESTROOMS	SINKS/ FOUNTAINS	FIRE/SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	DOORS	PLAYGROUND/ SCHOOL GROUNDS	WET DIVISIONS/OUTER PERIMETER
10	Number of "A"s	10	10	10	10	9	10	10	10	10	10	10	10	10	10	10
	Number of "B"s	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0
	Number of "C"s	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of "NA"s	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Percent of System in Good Repair Number of "A"s divided by (Total Areas - "NA"s)		100	100	100	100	90	100	100	100	100	100	100	100	100	100	100
Total Percent per Category (average of above)		100.00			100.00	95.00		100.00	100.00		100.00		100.00		100.00	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		Good			Good	Good		Good	Good		Good		Good		Good	

*Note: An extreme deficiency in any area automatically results in a "poor" ranking for that category and a zero for "Total Percent per Category".

OVERALL RATING:	DETERMINE AVERAGE PERCENTAGE OF 8 CATEGORIES ABOVE	99.38	SCHOOL RATING*	Exemplary
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**For School Rating, apply the Percentage Range below to the average percentage determined above, taking into account the rating Description below.

PERCENTAGE	DESCRIPTION	RATING
99%-100%	The school meets most or all standards of good repair. Deficiencies noted, if any, are not significant and/or impact a very small area of the school.	EXEMPLARY
90%-99.99%	The school is maintained in good repair with a number of non-critical deficiencies noted. These deficiencies are isolated, and/or resulting from minor wear and tear, and/or in the process of being mitigated.	GOOD
75%-89.99%	The school is not in good repair. Some deficiencies noted are critical and/or widespread. Repairs and/or additional maintenance are necessary in several areas of the school site.	FAIR
0%-74.99%	The school facilities are in poor condition. Deficiencies of various degrees have been noted throughout the site. Major repairs and maintenance are necessary throughout the campus.	POOR

COMMENTS AND RATING EXPLANATION: _____

MacQuiddy Elementary Williams Settlement Legislation Report 2019-20

Date of Visit:	August 26, 2019
Principal:	Shelby Bidy
Academic Coordinator:	Ashley Waggle
Number of Classrooms Visited:	7
Visiting Committee Members:	Tom Tatum and George Lopez

School Facilities:

As determined by the Facilities Inspection Tool (FIT) MacQuiddy Elementary School was found to be in “Good” repair. See attached FIT Report rating of 95.19%

Teacher Assignment Monitoring:

For 2018-2019, there were no teacher misassignments or vacancies at any time during the school year.

During our visit, the 2019-2020 Master Schedule or Teacher Assignment Listing was collected and has been submitted to the Santa Cruz County Office of Education Human Resources Department for their review.

Schol Accountability Report Card:

The SARC report for 2017-18 is available on the Pajaro Valley Unified School District (PVUSD) Website for each individual school. The school SARC accurately reflects the findings by the *Williams* committee members.

Instructional Materials:

The visiting team found that all students had access to sufficient instructional materials, including textbooks, in the core subject areas. All classrooms reviewed for instructional materials/textbooks sufficiency fully complied with the *Williams* settlement.

Uniform Complaint Postings:

Notices regarding the *Williams* Lawsuit and Complaint Procedure were current and posted in all classrooms.

SCHOOL DISTRICT/COUNTY/OFFICE OF EDUCATION Pajaro Valley USD		COUNTY Santa Cruz	
SCHOOL SITE Macquiddy (T. S.) Elementary		SCHOOL TYPE (GRADE LEVEL) K-5	NUMBER OF CLASSROOMS ON SITE 39
INSPECTOR'S NAME Santa Cruz C.O.E.		INSPECTOR'S TITLE Director Maintenance Operations & Facilities	
TIME OF INSPECTION 8/26/19		NAME OF DISTRICT REPRESENTATIVE ACCOMPANYING THE INSPECTOR(S) (IF APPLICABLE) George Lopez	
		WEATHER CONDITION AT TIME OF INSPECTION	

PART III: CATEGORY TOTALS AND RANKING (round all calculations to two decimal places)

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLOSET/LINEN		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERIOR	
		GAS LEAKS	MECHANICAL	SEWER	INTERIOR SURFACES	HOUSES/STORAGE	RESTROOMS/INTEGRATED	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
		Number of "Y"s	8	8	8	8	6	6	7	7	8	8	8	7	8	8
		Number of "D"s	0	0	0	0	2	0	1	1	0	0	0	1	0	0
		Number of "X"s	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8	Number of "NAs"	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Percent of System in Good Repair: Number of "Y"s divided by (Total Areas - "NA"s)		100	100	100	100	75	100	87	87	100	100	100	87	100	100	100
Total Percent per Category (average of above)*		100.00			100.00	87.50		87.00	93.50		100.00		93.50		100.00	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		Good			Good	Fair		Fair	Good		Good		Good		Good	

*Note: An extreme deficiency in any area automatically results in a "poor" ranking for that category and a zero for "Total Percent per Category".

OVERALL RATING:	DETERMINE AVERAGE PERCENTAGE OF 8 CATEGORIES ABOVE	95.19	SCHOOL RATING:	Good
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**For School Rating, apply the Percentage Range below to the average percentage determined above, taking into account the rating Description below.

PERCENTAGE	DESCRIPTION	RATING
99%-100%	The school meets most or all standards of good repair. Deficiencies noted, if any, are not significant and/or impact a very small area of the school.	EXEMPLARY
90%-98.99%	The school is maintained in good repair with a number of non-critical deficiencies noted. These deficiencies are isolated, and/or resulting from minor wear and tear, and/or in the process of being mitigated.	GOOD
75%-89.99%	The school is not in good repair. Some deficiencies noted are critical and/or widespread. Repairs and/or additional maintenance are necessary in several areas of the school site.	FAIR
0%-74.99%	The school facilities are in poor condition. Deficiencies of various degrees have been noted throughout the site. Major repairs and maintenance are necessary throughout the campus.	POOR

COMMENTS AND RATING EXPLANATION:

Minte White Elementary Williams Settlement Legislation Report 2019-20

Date of Visit: August 26, 2019
Principal: Vicki Hallof
Academic Coordinator: Andrew Donnelly
Number of Classrooms Visited: 6
Visiting Committee Members: Tom Tatum and George Lopez

School Facilities:

As determined by the Facilities Inspection Tool (FIT) Minte White Elementary School was found to be in “Good” repair. See attached FIT Report rating of 96.50%

Teacher Assignment Monitoring:

For 2018-2019, there were no teacher misassignments or vacancies at any time during the school year.

During our visit, the 2019-2020 Master Schedule or Teacher Assignment Listing was collected and has been submitted to the Santa Cruz County Office of Education Human Resources Department for their review.

Schol Accountability Report Card:

The SARC report for 2017-18 is available on the Pajaro Valley Unified School District (PVUSD) Website for each individual school. The school SARC accurately reflects the findings by the *Williams* committee members.

Instructional Materials:

The visiting team found that all students had access to sufficient instructional materials, including textbooks, in the core subject areas. All classrooms reviewed for instructional materials/textbooks sufficiency fully complied with the *Williams* settlement.

Uniform Complaint Postings:

Notices regarding the *Williams* Lawsuit and Complaint Procedure were current and posted in all classrooms.

SCHOOL DISTRICT/COUNTY/OFFICE OF EDUCATION Pajaro Valley USD		COUNTY Santa Cruz	
SCHOOL SITE Mintie White Elementary		SCHOOL TYPE (GRADE LEVELS) K-5	NUMBER OF CLASSROOMS ON SITE 28
INSPECTOR'S NAME Santa Cruz C.O.E.		INSPECTOR'S TITLE Director Maintenance Operations & Facilities	
TIME OF INSPECTION 8/26/19		NAME OF DISTRICT REPRESENTATIVE ACCOMPANYING THE INSPECTOR(S) (IF APPLICABLE) George Lopez	
WEATHER CONDITION AT TIME OF INSPECTION			

PART III: CATEGORY TOTALS AND RANKING (round all calculations to two decimal places)

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR		C. EXTERIOR		D. ELECTRICAL		E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. OTHER	
		GAZLEAKS	MECHANICAL	SEWER	INTERIOR SURFACES	HOUSING/ EQUIP	PERMEATION INFESTATION	ELECTRICAL	RESTROOMS	DRINK FOUNTAINS	FIRE/SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/ SCHOOL YARD/BOUNDS	WALKWAYS/DOORS/ GATEPOSTS		
9	Number of "A's"	9	9	9	9	4	9	9	9	9	9	9	9	9	9	9	9	9
	Number of "B's"	0	0	0	0	5	0	0	0	0	0	0	0	0	0	0	0	0
	Number of "C's"	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of "D's"	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Percent of System In Good Repair Number of "A's" divided by (Total Areas - "NA's")		100	100	100	100	44	100	100	100	100	100	100	100	100	100	100	100	100
Total Percent per Category (average of above)		100.00			100.00	72.00		100.00	100.00		100.00		100.00		100.00		100.00	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		Good			Good	Poor		Good	Good		Good		Good		Good		Good	

*Note: An extreme deficiency in any area automatically results in a "poor" ranking for that category and a zero for "Total Percent per Category".

OVERALL RATING:	DETERMINE AVERAGE PERCENTAGE OF 8 CATEGORIES ABOVE	98.50	SCHOOL RATING**	Good
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**For School Rating, apply the Percentage Range below to the average percentage determined above, taking into account the rating Description below.

PERCENTAGE	DESCRIPTION	RATING
90%-100%	The school meets most or all standards of good repair. Deficiencies noted, if any, are not significant and/or impact a very small area of the school.	EXEMPLARY
80%-89.99%	The school is maintained in good repair with a number of non-critical deficiencies noted. These deficiencies are isolated, and/or resulting from minor wear and tear, and/or in the process of being mitigated.	GOOD
75%-79.99%	The school is not in good repair. Some deficiencies noted are critical and/or widespread. Repairs and/or additional maintenance are necessary in several areas of the school site.	FAIR
0%-74.99%	The school facilities are in poor condition. Deficiencies of various degrees have been noted throughout the site. Major repairs and maintenance are necessary throughout the campus.	POOR

COMMENTS AND RATING EXPLANATION: _____

Ohlone Elementary Williams Settlement Legislation Report 2019-20

Date of Visit: August 15, 2019
Principal: Jean Gottlob
Academic Coordinator: Gina Elisalde
Number of Classrooms Visited: 7
Visiting Committee Members: Tom Tatum and George Lopez

School Facilities:

As determined by the Facilities Inspection Tool (FIT) Ohlone Elementary School was found to be in "Exemplary Repair". See attached FIT Report rating of 99.50%

Teacher Assignment Monitoring:

For 2018-2019, there were no teacher misassignments or vacancies at any time during the school year.

During our visit, the 2019-2020 Master Schedule or Teacher Assignment Listing was collected and has been submitted to the Santa Cruz County Office of Education Human Resources Department for their review.

School Accountability Report Card:

The SARC report for 2017-18 is available on the Pajaro Valley Unified School District (PVUSD) Website for each individual school. The school SARC accurately reflects the findings by the *Williams* committee members.

Instructional Materials:

The visiting team found that all students had access to sufficient instructional materials, including textbooks, in the core subject areas. All classrooms reviewed for instructional materials/textbooks sufficiency fully complied with the *Williams* settlement.

Uniform Complaint Postings:

Notices regarding the *Williams* Lawsuit and Complaint Procedure were current and posted in all classrooms.

SCHOOL DISTRICT/COUNTY/OFFICE OF EDUCATION Pajaro Valley USD		COUNTY Santa Cruz	
SCHOOL SITE Ohlone Elementary		SCHOOL TYPE (GRADE LEVELS) K-6	NUMBER OF CLASSROOMS ON SITE 28
INSPECTOR'S NAME Santa Cruz C.O.E.	INSPECTOR'S TITLE Director Maintenance Operations & Facilities	NAME OF DISTRICT REPRESENTATIVE ACCOMPANYING THE INSPECTOR(S) (IF APPLICABLE) George Lopez	
TIME OF INSPECTION 8/15/19		WEATHER CONDITION AT TIME OF INSPECTION	

PART III: CATEGORY TOTALS AND RANKING (round all calculations to two decimal places)

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			P. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL		
		GAS/SHS	MECHANICAL	JEWELRY	INTERIOR SURFACES	HOUSEKEEPING/CLERK	PEST/POUR INFESTATION	ELECTRICAL	RESTROOMS	SEW/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/SCREENS	
		Number of "V"s	13	13	13	13	13	13	13	13	13	13	13	13	12	13	13
		Number of "D"s	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0
		Number of "K"s	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
		Number of "NA"s	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Percent of System In Good Repair Number of "V"s divided by (Total Areas - "NA"s)		100	100	100	100	100	100	100	100	100	100	100	92	100	100		
Total Percent per Category (average of above)		100.00			100.00	100.00		100.00	100.00		100.00		98.00		100.00		
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		Good			Good	Good		Good	Good		Good		Good		Good		

*Note: An extreme deficiency in any area automatically results in a "poor" ranking for that category and a zero for "Total Percent per Category".

OVERALL RATING:	DETERMINE AVERAGE PERCENTAGE OF 8 CATEGORIES ABOVE	99.50	SCHOOL RATING**	Exemplary
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**For School Rating, apply the Percentage Range below to the average percentage determined above, taking into account the rating Description below.

PERCENTAGE	DESCRIPTION	RATING
90%-100%	The school meets most or all standards of good repair. Deficiencies noted, if any, are not significant and/or impact a very small area of the school.	EXEMPLARY
90%-98.99%	The school is maintained in good repair with a number of non-critical deficiencies noted. These deficiencies are isolated, and/or resulting from minor wear and tear, and/or in the process of being mitigated.	GOOD
75%-89.99%	The school is not in good repair. Some deficiencies noted are critical and/or widespread. Repairs and/or additional maintenance are necessary in several areas of the school site.	FAIR
0%-74.99%	The school facilities are in poor condition. Deficiencies of various degrees have been noted throughout the site. Major repairs and maintenance are necessary throughout the campus.	POOR

COMMENTS AND RATING EXPLANATION:

Pajaro Middle School Williams Settlement Legislation Report 2019-20

Date of Visit: August 15, 2019
Principal: Christopher Harris
Assistant Principal: Nubia Padilla
Number of Classrooms Visited: 11
Visiting Committee Members: Tom Tatum and George Lopez

School Facilities:

As determined by the Facilities Inspection Tool (FIT) Pajaro Middle School was found to be in “Good” repair. See attached FIT Report rating of 96.56%

Teacher Assignment Monitoring:

For 2018-2019, there were no teacher misassignments or vacancies at any time during the school year.

During our visit, the 2019-2020 Master Schedule or Teacher Assignment Listing was collected and has been submitted to the Santa Cruz County Office of Education Human Resources Department for their review.

Schol Accountability Report Card:

The SARC report for 2017-18 is available on the Pajaro Valley Unified School District (PVUSD) Website for each individual school. The school SARC accurately reflects the findings by the *Williams* committee members.

Instructional Materials:

The visiting team found that all students had access to sufficient instructional materials, including textbooks, in the core subject areas. All classrooms reviewed for instructional materials/textbooks sufficiency fully complied with the *Williams* settlement.

Uniform Complaint Postings:

Notices regarding the *Williams* Lawsuit and Complaint Procedure were current and posted in all classrooms.

SCHOOL DISTRICT/COUNTY OFFICE OF EDUCATION Pajaro Valley USD		COUNTY Santa Cruz
SCHOOL SITE Pajaro Middle		SCHOOL TYPE (GRADE LEVEL) 6th-8th
INSPECTOR'S NAME Santa Cruz C.O.E.		NUMBER OF CLASSROOMS ON SITE 24
INSPECTOR'S TITLE Director Maintenance Operations & Facilities		NAME OF DISTRICT REPRESENTATIVE ACCOMPANYING THE INSPECTOR(S) (IF APPLICABLE) George Lopez
TIME OF INSPECTION 8/15/19		WEATHER CONDITION AT TIME OF INSPECTION

PART III: CATEGORY TOTALS AND RANKING (round all calculations to two decimal places)

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR		C. CLIMATE/LINE		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. BOTANICAL		
		GAS/LEAKS	MELT/HVAC	POWER	INTERIOR SURFACES	HOUSING/EE PREP	PEST/TERMIN INFESTATION	ELECTRICAL	RESTROOMS	DRINK FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND SCHOOL RESOURCES	LANDSCAPING/GOES		
		Number of "A"s	13	13	13	13	13	13	12	13	13	8	13	13	13	13	13	
		Number of "D"s	0	0	0	0	0	0	1	0	0	5	0	0	0	0	0	
		Number of "X"s	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
13	Number of "N/A"s	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Percent of System In Good Repair Number of "A"s divided by (Total Areas - "N/A"s)		100	100	100	100	100	100	92	100	100	61	100	100	100	100	100		
Total Percent per Category (average of above)*		100.00			100.00		100.00		92.00		100.00		80.50		100.00		100.00	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		Good			Good		Good		Good		Fair		Good		Good		Good	

*Note: An extreme deficiency in any area automatically results in a "poor" ranking for that category and a zero for "Total Percent per Category".

OVERALL RATING:	DETERMINE AVERAGE PERCENTAGE OF 8 CATEGORIES ABOVE	96.56	SCHOOL RATING**	Good
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**For School Rating, apply the Percentage Range below to the average percentage determined above, taking into account the rating Description below.

PERCENTAGE	DESCRIPTION	RATING
99%-100%	The school meets most or all standards of good repair. Deficiencies noted, if any, are not significant and/or impact a very small area of the school.	EXEMPLARY
90%-99.99%	The school is maintained in good repair with a number of non-critical deficiencies noted. These deficiencies are isolated, and/or resulting from minor wear and tear, and/or in the process of being mitigated.	GOOD
75%-89.99%	The school is not in good repair. Some deficiencies noted are critical and/or widespread. Repairs and/or additional maintenance are necessary in several areas of the school site.	FAIR
0%-74.99%	The school facilities are in poor condition. Deficiencies of various degrees have been noted throughout the site. Major repairs and maintenance are necessary throughout the campus.	POOR

COMMENTS AND RATING EXPLANATION:

Pajaro Valley High School Williams Settlement Legislation Report 2019-20

Date of Visit: August 29, 2019
Principal: Matt Levy
Assistant Principals: Todd Wilson, Rob Hoffman, Consuelo Mason
Number of Classrooms Visited: 27
Visiting Committee Members: Tom Tatum and George Lopez

School Facilities:

As determined by the Facilities Inspection Tool (FIT) Pajaro Valley High School was found to be in “Good” repair. See attached FIT Report rating of 96.02%

Teacher Assignment Monitoring:

For 2018-2019, there were no teacher misassignments or vacancies at any time during the school year.

During our visit, the 2019-2020 Master Schedule or Teacher Assignment Listing was collected and has been submitted to the Santa Cruz County Office of Education Human Resources Department for their review.

Schol Accountability Report Card:

The SARC report for 2017-18 is available on the Pajaro Valley Unified School District (PVUSD) Website for each individual school. The school SARC accurately reflects the findings by the *Williams* committee members.

Instructional Materials:

The visiting team found that all students had access to sufficient instructional materials, including textbooks, in the core subject areas. All classrooms reviewed for instructional materials/textbooks sufficiency fully complied with the *Williams* settlement.

Uniform Complaint Postings:

Notices regarding the *Williams* Lawsuit and Complaint Procedure were current and posted in all classrooms.

SCHOOL DISTRICT/COUNTY OFFICE OF EDUCATION Pajaro Valley USD		COUNTY Santa Cruz
SCHOOL SITE Pajaro Valley High		SCHOOL TYPE (GRADE LEVELS) 9th-12th
INSPECTOR(S) NAME Santa Cruz C.O.E.		NUMBER OF CLASSROOMS ON SITE 33
INSPECTOR(S) TITLE Director, Maintenance Operations & Facilities		NAME OF DISTRICT REPRESENTATIVE ACCOMPANYING THE INSPECTOR(S) (IF APPLICABLE) George Lopez
TIME OF INSPECTION 8/29/19		WEATHER CONDITION AT TIME OF INSPECTION

PART III: CATEGORY TOTALS AND RANKING (round all calculations to two decimal places)

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLOTHES/IBS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERIOR		
		ASBESTOS	MECHANICAL	SEWER	INTERIOR SURFACES	HOUNDER/ EQ PREP	PERMITS/INFESTATION	ELECTRICAL	RESTROOMS	SNOW FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/ SCHOOL GROUNDS	WINDOWS/DOORS/ GATES/FENCES	
		Number of "A"s	27	27	26	23	22	27	27	26	27	25	27	27	27	27	27
		Number of "D"s	0	0	1	4	5	0	0	1	0	2	0	0	0	0	0
		Number of "X"s	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
27		Number of "NAs"	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Percent of System in Good Repair Number of "A"s divided by (Total Areas - "NAs")		100	100	96	85	81	100	100	96	100	92	100	100	100	100	100	
Total Percent per Category (average of above)		98.67			85.00		90.50		100.00		98.00		96.00		100.00		
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		Good			Fair		Good		Good		Good		Good		Good		

*Note: An extreme deficiency in any area automatically results in a "poor" ranking for that category and a zero for "Total Percent per Category".

OVERALL RATING:	DETERMINE AVERAGE PERCENTAGE OF 8 CATEGORIES ABOVE	96.02	SCHOOL RATING**	Good
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**For School Rating, apply the Percentage Range below to the average percentage determined above, taking into account the rating Description below.

PERCENTAGE	DESCRIPTION	RATING
99%-100%	The school meets most or all standards of good repair. Deficiencies noted, if any, are not significant and/or impact a very small area of the school.	EXEMPLARY
90%-98.99%	The school is maintained in good repair with a number of non-critical deficiencies noted. These deficiencies are isolated, and/or resulting from minor wear and tear, and/or in the process of being mitigated.	GOOD
75%-89.99%	The school is not in good repair. Some deficiencies noted are critical and/or widespread. Repairs and/or additional maintenance are necessary in several areas of the school site.	FAIR
0%-74.99%	The school facilities are in poor condition. Deficiencies of various degrees have been noted throughout the site. Major repairs and maintenance are necessary throughout the campus.	POOR

COMMENTS AND RATING EXPLANATION:

Extensive powerwashing of buildings exterior paint, due to bird droppings, has caused the paint to become discolored and stained.

Several bird nests still need to be removed from the exterior of the buildings. The H building is in poor shape needing cleaning and painting. Floors are not properly stripped prior to waxing. The K wing portable carpets need to be replaced. The entire campus needs additional custodial support.

Radcliff Elementary Williams Settlement Legislation Report 2019-20

Date of Visit: August 23, 2019
Principal: Laura Smith
Academic Coordinator: Heather Bailey
Number of Classrooms Visited: 6
Visiting Committee Members: Tom Tatum and George Lopez

School Facilities:

As determined by the Facilities Inspection Tool (FIT) Radcliff Elementary School was found to be in “Good” repair. See attached FIT Report rating of 98.13%

Teacher Assignment Monitoring:

For 2018-2019, there were no teacher misassignments or vacancies at any time during the school year.

During our visit, the 2019-2020 Master Schedule or Teacher Assignment Listing was collected and has been submitted to the Santa Cruz County Office of Education Human Resources Department for their review.

School Accountability Report Card:

The SARC report for 2017-18 is available on the Pajaro Valley Unified School District (PVUSD) Website for each individual school. The school SARC accurately reflects the findings by the *Williams* committee members.

Instructional Materials:

The visiting team found that all students had access to sufficient instructional materials, including textbooks, in the core subject areas. All classrooms reviewed for instructional materials/textbooks sufficiency fully complied with the *Williams* settlement.

Uniform Complaint Postings:

Notices regarding the *Williams* Lawsuit and Complaint Procedure were current and posted in all classrooms.

SCHOOL DISTRICT/COUNTY OFFICE OF EDUCATION Pajaro Valley USD		COUNTY Santa Cruz	
SCHOOL SITE Raddiff Elementary		SCHOOL TYPE (GRADE LEVELS) K-5	NUMBER OF CLASSROOMS ON SITE 25
INSPECTOR'S NAME Santa Cruz C.O.E.		INSPECTOR'S TITLE Director, Maintenance Operations & Facilities	
TIME OF INSPECTION 8/23/19		NAME OF DISTRICT REPRESENTATIVE ACCOMPANYING THE INSPECTOR(S) (IF APPLICABLE) George Lopez	
		WEATHER CONDITION AT TIME OF INSPECTION	

PART III: CATEGORY TOTALS AND RANKING (round all calculations to two decimal places)

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. EXTERIOR/FOUNDATION		F. SAFETY		G. STRUCTURAL		H. EXTERIOR	
		GALEWIND	MECHANICAL	SEWER	INTERIOR SURFACES	HOUSEHOLD EQUIP	PEST/ TERMITE INFESTATION	ELECTRICAL	RESTROOMS	SNOW/ MOUNTAINS	FIRE/FETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/ SCHOOL GROUNDS	WINDOWS/DOORS/ GATE/FENCES
		Number of "Y"s	10	10	10	10	10	10	9	9	10	10	10	10	10	10
		Number of "U"s	0	0	0	0	0	0	1	1	0	0	0	0	0	0
		Number of "X"s	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10	Number of "N/A"s	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Percent of System in Good Repair Number of "Y"s divided by (Total Areas - "N/A"s)		100	100	100	100	100	100	90	90	100	100	100	100	100	100	
Total Percent per Category (average of above)		100.00			100.00	100.00		90.00	90.00		100.00		100.00		100.00	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		Good			Good	Good		Good	Good		Good		Good		Good	

*Note: An extreme deficiency in any area automatically results in a "poor" ranking for that category and a zero for "Total Percent per Category".

OVERALL RATING:	DETERMINE AVERAGE PERCENTAGE OF 8 CATEGORIES ABOVE	98.13	SCHOOL RATING*	Good
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**For School Rating, apply the Percentage Range below to the average percentage determined above, taking into account the rating Description below.

PERCENTAGE	DESCRIPTION	RATING
99%-100%	The school meets most or all standards of good repair. Deficiencies noted, if any, are not significant and/or impact a very small area of the school.	EXEMPLARY
90%-98.99%	The school is maintained in good repair with a number of non-critical deficiencies noted. These deficiencies are isolated, and/or resulting from minor wear and tear, and/or in the process of being mitigated.	GOOD
75%-89.99%	The school is not in good repair. Some deficiencies noted are critical and/or widespread. Repairs and/or additional maintenance are necessary in several areas of the school site.	FAIR
0%-74.99%	The school facilities are in poor condition. Deficiencies of various degrees have been noted throughout the site. Major repairs and maintenance are necessary throughout the campus.	POOR

COMMENTS AND RATING EXPLANATION:

Rolling Hills Middle School Williams Settlement Legislation Report 2019-20

Date of Visit:	August 20, 2019
Principal:	Ivan Alcaraz
Assistant Principal:	Selene Munoz Casas
Number of Classrooms Visited:	12
Visiting Committee Members:	Tom Tatum and George Lopez

School Facilities:

As determined by the Facilities Inspection Tool (FIT) Rolling Hills Middle School was found to be in “Exemplary” repair. See attached FIT Report rating of 99.00%

Teacher Assignment Monitoring:

For 2018-2019, there were no teacher misassignments or vacancies at any time during the school year.

During our visit, the 2019-2020 Master Schedule or Teacher Assignment Listing was collected and has been submitted to the Santa Cruz County Office of Education Human Resources Department for their review.

School Accountability Report Card:

The SARC report for 2017-18 is available on the Pajaro Valley Unified School District (PVUSD) Website for each individual school. The school SARC accurately reflects the findings by the *Williams* committee members.

Instructional Materials:

The visiting team found that all students had access to sufficient instructional materials, including textbooks, in the core subject areas. All classrooms reviewed for instructional materials/textbooks sufficiency fully complied with the *Williams* settlement.

Uniform Complaint Postings:

Notices regarding the *Williams* Lawsuit and Complaint Procedure were current and posted in all classrooms.

SCHOOL DISTRICT/COUNTY OFFICE OF EDUCATION Pajaro Valley USD		COUNTY Santa Cruz	
SCHOOL SITE Rolling Hills Middle		SCHOOL TYPE (GRADE LEVEL) 6th - 8th	NUMBER OF CLASSROOMS ON SITE 32
INSPECTOR'S NAME Santa Cruz C.O.E.	INSPECTOR'S TITLE Director Maintenance Operations & Facilities	NAME OF DISTRICT REPRESENTATIVE ACCOMPANYING THE INSPECTOR(S) (IF APPLICABLE) Geroge Lopez	
TIME OF INSPECTION 8/20/19		WEATHER CONDITION AT TIME OF INSPECTION	

PART III: CATEGORY TOTALS AND RANKING (round all calculations to two decimal places)

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR		C. CLEANLINESS		D. ELECTRICAL		E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERIOR	
		GASLENS	MECHANICAL	SEWER	INTERIOR SURFACE	HOLDINGS/ EQUIP	PETTYWARE/ INFESTATION	ELECTRICAL	RESTROOMS	SINK/ FOUNTAINS	FIRE/EMER	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/ SCHOOL GROUNDS	WINDOWS/DOORS/ GATEWAYS		
13	Number of "✓"'s	13	13	13	13	11	13	13	13	13	13	13	13	13	13	13		
	Number of "D"'s	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0		
	Number of "X"'s	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
	Number of N/A's	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Percent of System in Good Repair Number of "✓"'s divided by (Total Areas - "N/A"'s)		100	100	100	100	84	100	100	100	100	100	100	100	100	100	100		
Total Percent per Category (average of above)*		100.00			100.00	82.00		100.00	100.00		100.00		100.00		100.00			
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		Good			Good	Good		Good	Good		Good		Good		Good			

*Note: An extreme deficiency in any area automatically results in a "poor" ranking for that category and a zero for "Total Percent per Category".

OVERALL RATING:	DETERMINE AVERAGE PERCENTAGE OF 9 CATEGORIES ABOVE	99.00	SCHOOL RATING**	Exemplary
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**For School Rating, apply the Percentage Range below to the average percentage determined above, taking into account the rating Description below.

PERCENTAGE	DESCRIPTION	RATING
99%-100%	The school meets most or all standards of good repair. Deficiencies noted, if any, are not significant and/or impact a very small area of the school.	EXEMPLARY
80%-98.99%	The school is maintained in good repair with a number of non-critical deficiencies noted. These deficiencies are isolated, and/or resulting from minor wear and tear, and/or in the process of being mitigated.	GOOD
75%-79.99%	The school is not in good repair. Some deficiencies noted are critical and/or widespread. Repairs and/or additional maintenance are necessary in several areas of the school site.	FAIR
0%-74.99%	The school facilities are in poor condition. Deficiencies of various degrees have been noted throughout the site. Major repairs and maintenance are necessary throughout the campus.	POOR

COMMENTS AND RATING EXPLANATION:

Starlight Elementary Williams Settlement Legislation Report 2019-20

Date of Visit:	August 23, 2019
Principal:	Jackie Medina
Academic Coordinator:	Steffen Lovell
Number of Classrooms Visited:	8
Visiting Committee Members:	Tom Tatum and George Lopez

School Facilities:

As determined by the Facilities Inspection Tool (FIT) Starlight Elementary School was found to be in “Good” repair. See attached FIT Report rating of 96.63%

Teacher Assignment Monitoring:

For 2018-2019, there were no teacher misassignments or vacancies at any time during the school year.

During our visit, the 2019-2020 Master Schedule or Teacher Assignment Listing was collected and has been submitted to the Santa Cruz County Office of Education Human Resources Department for their review.

School Accountability Report Card:

The SARC report for 2017-18 is available on the Pajaro Valley Unified School District (PVUSD) Website for each individual school. The school SARC accurately reflects the findings by the *Williams* committee members.

Instructional Materials:

The visiting team found that all students had access to sufficient instructional materials, including textbooks, in the core subject areas. All classrooms reviewed for instructional materials/textbooks sufficiency fully complied with the *Williams* settlement.

Uniform Complaint Postings:

Notices regarding the *Williams* Lawsuit and Complaint Procedure were current and posted in all classrooms.

SCHOOL DISTRICT/COUNTY/OFFICE OF EDUCATION Pajaro Valley USD		COUNTY Santa Cruz	
SCHOOL SITE Starlight Elementary		SCHOOL TYPE (GRADE LEVELS) K-5	NUMBER OF CLASSROOMS ON SITE 36
INSPECTOR'S NAME Santa Cruz C.O.E.	INSPECTOR'S TITLE Director, Maintenance Operations & Facilities	NAME OF DISTRICT REPRESENTATIVE ACCOMPANYING THE INSPECTOR(S) (IF APPLICABLE) George Lopez	
DATE OF INSPECTION 8/23/19		WEATHER CONDITION AT TIME OF INSPECTION	

PART III: CATEGORY TOTALS AND RANKING (round all calculations to two decimal places)

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEM			B. INTERIOR		C. CLEANLINESS		D. ELECTRICAL		E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERIOR	
		GALENS	MECHANIC	SEWER	INTERIOR SURFACES	HOUSEKEEP	POSTER-SHIN	ELECTRICAL	RESTROOMS	FOUNTAINS	PRE-SAFETY	HAZ-TOXIC	HAZ-TOXIC	HAZ-TOXIC	STRUCTURAL DAMAGE	POOLS	PLAYGROUND/SCHOOL GROUNDS	WINDOYS/DOORS/GUTTERANCES
15	Number of "A"s	15	15	15	15	15	15	15	15	15	15	15	15	15	10	12	15	15
	Number of "B"s	0	0	0	0	0	0	0	0	0	0	0	0	0	5	3	0	0
	Number of "C"s	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of "D"s	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Percent of System in Good Repair: Number of "A"s divided by (Total Areas - "NA"s)		100	100	100	100	100	100	100	100	100	100	100	100	100	66	80	100	100
Total Percent per Category (average of above)		100.00			100.00	100.00		100.00	100.00		100.00		100.00		73.00		100.00	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		Good			Good	Good		Good	Good		Good		Good		Poor		Good	

*Note: An extreme deficiency in any area automatically results in a "poor" ranking for that category and a zero for "Total Percent per Category".

OVERALL RATING:	DETERMINE AVERAGE PERCENTAGE OF 8 CATEGORIES ABOVE	96.63	SCHOOL RATING*	Good
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**For School Rating, apply the Percentage Range below to the average percentage determined above, taking into account the rating Description below.

PERCENTAGE	DESCRIPTION	RATING
99%-100%	The school meets most or all standards of good repair. Deficiencies noted, if any, are not significant and/or impact a very small area of the school.	EXEMPLARY
90%-98.99%	The school is maintained in good repair with a number of non-critical deficiencies noted. These deficiencies are isolated, and/or resulting from minor wear and tear, and/or in the process of being mitigated.	GOOD
75%-89.99%	The school is not in good repair. Some deficiencies noted are critical and/or widespread. Repairs and/or additional maintenance are necessary in several areas of the school site.	FAIR
0%-74.99%	The school facilities are in poor condition. Deficiencies of various degrees have been noted throughout the site. Major repairs and maintenance are necessary throughout the campus.	POOR

COMMENTS AND RATING EXPLANATION: Portable: Rain gutters, down spouts and ramps need repair or replacing. No rain gutters on portable 29.

Watsonville High School Williams Settlement Legislation Report 2019-20

Date of Visit:	August 27, 2019
Principal:	Elaine Legorretta
Assistant Principals:	Michael Mansfield, Chrissy Maclean, Cheryl Romo
Number of Classrooms Visited:	32
Visiting Committee Members:	Tom Tatum and George Lopez

School Facilities:

As determined by the Facilities Inspection Tool (FIT) Watsonville High School was found to be in “Good” repair. See attached FIT Report rating of 96.02%

Teacher Assignment Monitoring:

For 2018-2019, there were no teacher misassignments or vacancies at any time during the school year.

During our visit, the 2019-2020 Master Schedule or Teacher Assignment Listing was collected and has been submitted to the Santa Cruz County Office of Education Human Resources Department for their review.

Schol Accountability Report Card:

The SARC report for 2017-18 is available on the Pajaro Valley Unified School District (PVUSD) Website for each individual school. The school SARC accurately reflects the findings by the *Williams* committee members.

Instructional Materials:

The visiting team found that all students had access to sufficient instructional materials, including textbooks, in the core subject areas. All classrooms reviewed for instructional materials/textbooks sufficiency fully complied with the *Williams* settlement.

Uniform Complaint Postings:

Notices regarding the *Williams* Lawsuit and Complaint Procedure were current and posted in all classrooms.

SCHOOL DISTRICT/COUNTY/OFFICE OF EDUCATION Pajaro Valley USD		COUNTY Santa Cruz	
SCHOOL SITE Watsonville High		SCHOOL TYPE (GRADE LEVELS) 9th-12th	NUMBER OF CLASSROOMS ON SITE 123
INSPECTOR(S) NAME Santa Cruz C.O.E.		INSPECTOR(S) TITLE Director, Maintenance Operations & Facilities	
TIME OF INSPECTION 8/27/19		NAME OF DISTRICT REPRESENTATIVE ACCOMPANYING THE INSPECTOR(S) (IF APPLICABLE) George Lopez	
WEATHER CONDITION AT TIME OF INSPECTION			

PART III: CATEGORY TOTALS AND RANKING (round all calculations to two decimal places)

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR		C. CLEANLINESS		D. ELECTRICAL		E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERIOR	
		GAZELAND	MECHANICAL	LEAKS	INTERIOR SURFACES	HOLDINGS CLIP	PENETRATION	ELECTRICAL	RESTROOMS	FOUNTAINS	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATEPOSTS	WINDWALLS/DOORS/GATEPOSTS		
32	Number of "A's"	32	31	32	30	30	32	27	32	32	32	32	32	31	31			
	Number of "B's"	0	1	0	2	2	0	5	0	0	0	0	0	0	1	1		
	Number of "C's"	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
	Number of "D's"	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Percent of System in Good Repair Number of "A's" divided by (Total Areas - "NA's")		100	96	100	93	93	100	84	100	100	100	100	100	100	96	96		
Total Percent per Category (average of above)		98.67			93.00	96.50		84.00	100.00		100.00		100.00		96.00			
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		Good			Good	Good		Fair	Good		Good		Good		Good			

*Note: An extreme deficiency in any area automatically results in a "poor" ranking for that category and a zero for "Total Percent per Category".

OVERALL RATING:	DETERMINE AVERAGE PERCENTAGE OF 6 CATEGORIES ABOVE	96.02	SCHOOL RATING*	Good
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**For School Rating, apply the Percentage Range below to the average percentage determined above, taking into account the rating Description below.

PERCENTAGE	DESCRIPTION	RATING
90%-100%	The school meets most or all standards of good repair. Deficiencies noted, if any, are not significant and/or impact a very small area of the school.	EXEMPLARY
80%-89.99%	The school is maintained in good repair with a number of non-critical deficiencies noted. These deficiencies are isolated, and/or resulting from minor wear and tear, and/or in the process of being mitigated.	GOOD
75%-79.99%	The school is not in good repair. Some deficiencies noted are critical and/or widespread. Repairs and/or additional maintenance are necessary in several areas of the school site.	FAIR
0%-74.99%	The school facilities are in poor condition. Deficiencies of various degrees have been noted throughout the site. Major repairs and maintenance are necessary throughout the campus.	POOR

COMMENTS AND RATING EXPLANATION: There are significant improvements from last year in areas such as restrooms and painted exterior segments of the campus.
 The area that has not improved is the main office quad area and the stairs, which are unkempt and need cleaning. Areas of concern are the Agriculture sewage line, which maintenance is aware of. Some of the science labs still need renovation and they are in need of custodial support.

**BOARD OF EDUCATION**

Ms. Jane Royer Barr
Ms. Rose Filicetti
Ms. Sandra Nichols
Ms. Sue Roth
Mr. Dana M. Sales
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Mr. Bruce Van Allen

Dr. Faris Sabbah, Superintendent • 400 Encinal Street, Santa Cruz, CA 95060 • 831-466-5600 • FAX 831-466-5607 • www.santacruzcoe.org

Santa Cruz County Superintendent of Schools

**WILLIAMS SETTLEMENT LEGISLATION
ANNUAL REPORT FOR SANTA CRUZ CITY SCHOOLS ELEMENTARY DISTRICT
2019-20 FISCAL YEAR**

The Williams Settlement Legislation requires the County Superintendent of Schools to annually monitor and report on schools ranked in Deciles 1-3 (2012 Base API). The Santa Cruz County Superintendent of Schools and staff at the Santa Cruz County Office of Education are responsible for:

1. Determining if students have “sufficient” standards-aligned instructional materials in four core subjects areas (English language arts, mathematics, history/social science and science), including science laboratory equipment in grades 9-12, and, as appropriate, in foreign languages, and health;
2. Determining if there is any facility condition that “poses an emergency or urgent threat to the health or safety of pupils or staff”;
3. Determining if the school has provided accurate data on the annual School Accountability Report Card (SARC) related to the sufficiency of instructional materials and the safety, cleanliness, and adequacy of school facilities;
4. Ensuring that a Uniform Complaint Process (UCP) policy is in use and UCP notices are posted in all classrooms and in administrative offices; and
5. Determining if there are any Teacher Mis-Assignments or Teacher Vacancies at these schools.

This report presents the results of our visit and review at Gault Elementary in the Santa Cruz City Schools Elementary District for the period of August - October 2019. A complete Site Summary Report and Facilities Inspection Tool for this school has been included with this Annual Report for submission to District and COE Board Members and Superintendents.

Our findings for each area are as follows:**Instructional Materials**

The team found that all students had access to sufficient instructional materials, including textbooks, in the core subject areas. Gault Elementary, when reviewed for instructional materials/ textbook sufficiency, fully complied with the *Williams* settlement.

Facility Inspections

Utilizing the Facilities Inspection Tool (FIT), as developed by the Office of Public Schools Construction to determine if a school facility is in “good repair” as defined by Education Code (EC) Section 17002(d)(1) and to rate the facility pursuant to EC Section 17002(d)(2), a school

facilities inspection was completed at each school site. Our visiting team reviewed the previous year's FIT reports, annual FIT reports submitted by the district, and inspected restrooms, common areas, kitchen/multi-purpose facilities, and 25% of the school classrooms.

Gault Elementary was determined to be in "Good" repair, evaluated at 98.75%.

School Accountability Report Cards (SARC)

The Williams Settlement included language regarding the accuracy of data reported in the School Accountability Report Card (SARC). The 2017-18 SARCs for each school are available on the CA Department of Education Website (<http://www.cde.ca.gov/ta/ac/sa/>).

In reviewing the 2017-2018 reports, the SARC for Gault Elementary accurately reflects the findings by the *Williams* committee members.

Teacher Mis-assignments/Vacancies

In the year previous, 2018-19, there were no mis-assignments or teacher vacancies.

During our visit, the 2019-2020 Teacher Assignment Listing was collected and has been submitted to the Santa Cruz County Office of Education Human Resources Department for their annual review. SCCS has worked collaboratively with the Santa Cruz County Office of Education to ensure that teachers are appropriately credentialed and placed in the correct teaching assignments.

Uniform Complaint Process

All classrooms must have the Uniform Complaint Process Classroom Notice posted. The team found that of the 25% of classrooms visited at each site, ALL classes had current notices posted in both Spanish and English.

Attachments:

- 2019 Facility Inspection Tool (FIT)
- Williams Settlement Legislation Report 2019-2020

Gault Elementary School Williams Settlement Legislation Report 2019-20

Date of Visit: August 30, 2019
Principal: Amariah Hernandez

Number of Classrooms Visited: 6
Visiting Committee Members: Tom Tatum and George Lopez

School Facilities:

As determined by the Facilities Inspection Tool (FIT) Gault Elementary School was found to be in “Good” repair. See attached FIT Report rating of 98.75%

Teacher Assignment Monitoring:

For 2018-2019, there were no teacher misassignments or vacancies at any time during the school year.

During our visit, the 2019-2020 Master Schedule or Teacher Assignment Listing was collected and has been submitted to the Santa Cruz County Office of Education Human Resources Department for their review.

School Accountability Report Card:

The SARC report for 2017-18 is available on the Santa Cruz City Schools (SCCS) Website for each individual school. The school SARC accurately reflects the findings by the *Williams* committee members.

Instructional Materials:

The visiting team found that all students had access to sufficient instructional materials, including textbooks, in the core subject areas. All classrooms reviewed for instructional materials/textbooks sufficiency fully complied with the *Williams* settlement.

Uniform Complaint Postings:

Notices regarding the *Williams* Lawsuit and Complaint Procedure were current and posted in all classrooms.

SCHOOL DISTRICT/COUNTY OFFICE OF EDUCATION Santa Cruz City Schools		COUNTY Santa Cruz	
SCHOOL SITE Gault Elementary		SCHOOL TYPE (GRADE LEVELS) K-5	NUMBER OF CLASSROOMS ON SITE 27
INSPECTOR'S NAME Santa Cruz C.O.E.	INSPECTOR'S TITLE Director, Maintenance Operations & Facilities	NAME OF DISTRICT REPRESENTATIVE ACCOMPANYING THE INSPECTOR (S) (IF APPLICABLE) George Lopez	
TIME OF INSPECTION 8/30/19	WEATHER CONDITION AT TIME OF INSPECTION		

PART III: CATEGORY TOTALS AND RANKING (round all calculations to two decimal places)

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. PLUMBING		D. ELECTRICAL	E. RESTROOMS/POUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS/LEAKS	MECH/VAC	SEWER	INTERIOR SURFACES	HOUSEKEEP EQ/PROP	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/ FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	POOFS	PLAYGROUND/ SCHOOL GROUNDS	WINDOWS/DOORS/ GATE/FENCES
	Number of "V"s	10	10	10	10	8	10	10	10	10	10	10	10	10	10	10
	Number of "D"s	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0
	Number of "X"s	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of "NAs"	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Percent of Systems in Good Repair Number of "V"s divided by (Total Areas - "NA"s")		100	100	100	100	80	100	100	100	100	100	100	100	100	100	100
Total Percent per Category (average of above)*		100.00			100.00	90.00		100.00	100.00		100.00		100.00		100.00	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		Good			Good	Good		Good	Good		Good		Good		Good	

*Note: An extreme deficiency in any area automatically results in a "poor" ranking for that category and a zero for "Total Percent per Category".

OVERALL RATING:

DETERMINE AVERAGE PERCENTAGE OF 8 CATEGORIES ABOVE	98.75	SCHOOL RATING**	Good
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**For School Rating, apply the Percentage Range below to the average percentage determined above, taking into account the rating Description below.

PERCENTAGE	DESCRIPTION	RATING
99%-100%	The school meets most or all standards of good repair. Deficiencies noted, if any, are not significant and/or impact a very small area of the school.	EXEMPLARY
90%-98.99%	The school is maintained in good repair with a number of non-critical deficiencies noted. These deficiencies are isolated, and/or resulting from minor wear and tear, and/or in the process of being mitigated.	GOOD
75%-89.99%	The school is not in good repair. Some deficiencies noted are critical and/or widespread. Repairs and/or additional maintenance are necessary in several areas of the school site.	FAIR
0%-74.99%	The school facilities are in poor condition. Deficiencies of various degrees have been noted throughout the site. Major repairs and maintenance are necessary throughout the campus.	POOR

COMMENTS AND RATING EXPLANATION:

COE Admin and School Site Facility Inspections

Utilizing the guidelines provided by the Office of Public School Construction the Facility Inspection Tool and the legislative background which requires the COE's facilities to be in "good repair standards". The Director of M&O and Facilities conducted an inspection of all its facilities. The sites inspected are:

400 and 399 Encinal St Santa Cruz
Sequoia Schools Freedom
Esquela Quetzal Watsonville
OASIS Aptos
Chrysalis Center Santa Cruz
Struck Center Santa Cruz
Del Mar Elementary Santa Cruz
Harbor HS Santa Cruz
Soquel HS Santa Cruz
New Brighton Middle Capitola
Star Community Santa Cruz
Ponderosa Ben Lomond
Highland Park Ben Lomond
SLV/PA1
Natural Bridges Santa Cruz
The Cottage Santa Cruz
Brookknoll Santa Cruz
Cypress Charter
Items inspected :
Gas Leaks
Sewer
Interior Surfaces
Exterior Surfaces
Overall Cleanliness
Pest/Vermin Infestation
Electrical Interior and Exterior

All the sites that have had minor deficiencies have generated a work order and all items have been corrected, there are no outstanding work orders at this time.

Submitted by George Lopez



SANTA CRUZ COUNTY BOARD OF EDUCATION

AGENDA ITEM

Board Meeting Date: Nov. 21, 2019

☒ **Action**

☐ **Information**

TO: Dr. Faris Sabbah, County Superintendent of Schools

FROM: Jennifer Izant, Project Director, Alternative Education

SUBJECT: School Plan for Student Achievement - Alternative Education Community Schools

BACKGROUND

California Education Code 64001(i) requires that the [School Plan for Student Achievement] shall be reviewed and approved by the governing board or body of the local educational agency at a regularly scheduled meeting whenever there are material changes that affect the academic programs for pupils covered by programs identified in this part.

FUNDING IMPLICATIONS

Schools and districts that receive federal funding are required to prepare a School Plan for Student Achievement for any recipient school to document the use of these funds.

RECOMMENDATION

Staff recommends that the Board approve the School Plan for Student Achievement for Alternative Education Community Schools.

School Plan for Student Achievement

Santa Cruz County Court and Community Schools



SANTA CRUZ
COUNTY OFFICE OF
EDUCATION
DR. FARIS SABBAH • SUPERINTENDENT OF SCHOOLS

1

SPSA Overview

- Each year we receive federal funds to support students in our Court and Community school programs.
- Title funds supplement LCFF funding to support students.
- Our Community school was made eligible last year for the Comprehensive Support and Improvement (CSI) grant and that is included in the SPSA.



2

Plan Highlights

1. Classified Salaries
2. Student Supports (bus passes, contracts...etc)
3. Curriculum
4. Certificated Salaries



3

School Plan for Student Achievement (SPSA) Template

Instructions and requirements for completing the SPSA template may be found in the SPSA Template Instructions.

School Name	County-District-School (CDS) Code	Schoolsite Council (SSC) Approval Date	Local Board Approval Date
Santa Cruz County Community School	44-10447-4430278	11/7/19	

Purpose and Description

Briefly describe the purpose of this plan (Select from Schoolwide Program, Comprehensive Support and Improvement, Targeted Support and Improvement, or Additional Targeted Support and Improvement)

Comprehensive Support and Improvement
This plan will support Comprehensive Support and Improvement (CSI) and is informed by all State indicators, based on a local needs assessments, and includes relevant interventions.

Briefly describe the school’s plan for effectively meeting the ESSA requirements in alignment with the Local Control and Accountability Plan and other federal, state, and local programs.

The Santa Cruz County Office of Education will support the academic and social-emotional growth and achievement of all students. Our program actively engages in needs assessments to find areas of growth specifically through disaggregating student performance data and from directly surveying and talking with our students, families, staff, and community. The School Plan for Student Achievement (SPSA) aligns with continuous improvement efforts including the Local Control Accountability Plan (LCAP), the Western Association of Schools and Colleges (WASC) plan, and the CSI plan.

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Stakeholder Involvement

How, when, and with whom did the school consult as part of the planning process for this SPSA/Annual Review and Update?

Involvement Process for the SPSA and Annual Review and Update

The School Site Council met to review the progress of all students and provide input. Our ELAC and DLAC groups met with administration and staff and completed a needs assessment as well as reviewed the progress of all students. During these meetings, actions and services were approved for the SPSA. After being designated for CSI during the 2018-19 school year the Santa Cruz COE Community Schools completed a comprehensive review of our program needs which included staff and student interviews in addition to our annual continuous improvement survey.

Resource Inequities

Briefly identify and describe any resource inequities identified as a result of the required needs assessment, as applicable.

Resource inequities for the Santa Cruz COE Community school revealed through our needs assessment process include: more opportunities for students, particularly from the Watsonville area, to have access and support to a-g curriculum, College and Career processes and support, student engagement, more professional learning opportunities for educators to support the academic and social-emotional needs of students, and data collection and analysis improvements.

Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

Goal Subject

Student Achievement

LEA/LCAP Goal

Increase student achievement for all students, including English Learners and Students with Disabilities, as measured by a broad range of measures.

Goal 1

Provide access and support to a rigorous and engaging educational experience that meets the needs of our diverse learners.

Identified Need

The majority of our students enter our school unsatisfied with their school experience and in need of a program that meets their individual needs and supports them academically with engaging curriculum, instruction, and educational experiences that prepare them for life beyond high school.

Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
Graduation Rate	66.1% as measured by the Dashboard.	Increase graduation rate to 70% as measured by the Dashboard.
Academic Achievement Data	Star Renaissance Student Growth Percentile: Reading – 46.36 Math – 47.77	Star Renaissance Student Growth Percentile: Reading – 50 Math – 50 Student Growth Percentile, or SGP, compares a student's growth to that of their academic peers nationwide. Academic peers are students in the same grade with a similar scaled score on a Star assessment at the beginning of the time period being examined.
ELPAC Data	The ELPAC was administered for the first time during the 2017-2018 school year to 101 Community School students. Overall Results (101 Students) 4 Overall: 24.8%	The total number of students who earned a 3 or 4 overall was 60.4% and we hope to raise that to 62%.

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
	3 Overall: 35.6% 2 Overall: 20.8% 1 Overall: 18.8% Listening Results (101 Students) Well Developed: 24.8% Somewhat/Moderately: 57.4% Beginning: 17.8% Speaking Results (92 Students) Well Developed: 87% Somewhat/Moderately: 13% Beginning: 0% Reading Results (91 Students) Well Developed: 0% Somewhat/Moderately: 35.2% Beginning: 64.8% Writing Results (101 Students) Well Developed: 26.7% Somewhat/Moderately: 60.4% Beginning: 12.9%	
CA Healthy Kids Survey High Expectations Scale	85% of students reported as pretty much or very much true.	Maintain 85%

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students including socioeconomically disadvantaged students.

Strategy/Activity

Provide instructional support, using highly qualified para-professionals, to students and to work alongside teachers to facilitate rigorous and engaging curriculum.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

111,784.70

Title I Part A: Basic Grants Low-Income and Neglected
2000-2999: Classified Personnel Salaries

Strategy/Activity 2

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

Socioeconomically disadvantaged students and all students

Strategy/Activity

Provide social-emotional counselor to work alongside educators to support student social-emotional, and academic progress.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

54,885.7

Source(s)

Title I Part A: Basic Grants Low-Income and Neglected
2000-2999: Classified Personnel Salaries
T.W.

Strategy/Activity 3

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students including socioeconomically disadvantaged, and English Learners

Strategy/Activity

Professional development to support rigorous interdisciplinary curriculum and instruction and the social and emotional growth of our students.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

11,201.28

Source(s)

Title II Part A: Improving Teacher Quality
5000-5999: Services And Other Operating Expenditures

Strategy/Activity 4

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students, including socioeconomically disadvantaged students

Strategy/Activity

Provide tutoring opportunities for students not meeting standard in ELA and /or Math

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

5,095.54

Source(s)

Title I Part A: Basic Grants Low-Income and Neglected
5000-5999: Services And Other Operating Expenditures

Strategy/Activity 5

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students including socioeconomically disadvantaged

Strategy/Activity

Provide bus passes for students who need assistance getting to and from school.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

9,984.00

Source(s)

Comprehensive Support and Improvement (CSI)
5000-5999: Services And Other Operating Expenditures
Bus passes

Strategy/Activity 6

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students

Strategy/Activity

Provide engaging, hands-on math professional development and resources for educators.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

4,581.45

Source(s)

Comprehensive Support and Improvement (CSI)
1000-1999: Certificated Personnel Salaries
M.D.

Annual Review

SPSA Year Reviewed: 2018-19

Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal, an analysis is not required and this section may be deleted.

ANALYSIS

Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.

This is a new goal for this year and it is being implemented as planned.

Briefly describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

There are no planned major differences for this year.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

This is a new goal.

Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

Goal Subject

Social-emotional support and student engagement

LEA/LCAP Goal

Provide supportive environments that promote student well being.

Goal 2

Provide safe, supportive, healthy, and engaging learning environments and opportunities for students that include counseling services, restorative practices, and an emphasis on engaging with families and the community.

Identified Need

School connectedness, social-emotional well-being, and engagement are crucial to student success.

Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
CA Healthy Kids Survey School Connectedness Scale 16-17	74% of students felt connected to school.	Increase to 75%.
CA Healthy Kids Survey Caring Adults Relationship Scale 16-17	82% of students felt they had a teacher or other adult who cares for them on campus.	Increase to 83%
CA Healthy Kids Survey Any Truancy 16-17	57% of Students report being truant one day in the past month.	Decrease to 55%

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students

Strategy/Activity

Provide engaging activities centered on the arts, environment, youth empowerment, and connectedness with school and the broader community.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
32,856	Comprehensive Support and Improvement (CSI) 5000-5999: Services And Other Operating Expenditures William James
10,000	Comprehensive Support and Improvement (CSI) 5000-5999: Services And Other Operating Expenditures Mtns to Sea

Strategy/Activity 2

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

Socioeconomically disadvantaged students, English Learners, and all students.

Strategy/Activity

Counseling cohort that meets monthly to plan and engage in professional learning to provides social-emotional support to all students with a lead counselor/teacher who connects with community agencies.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
20,000	Comprehensive Support and Improvement (CSI) 1000-1999: Certificated Personnel Salaries C.D.

Annual Review

SPSA Year Reviewed: 2018-19

Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal, an analysis is not required and this section may be deleted.

ANALYSIS

Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.

This is a new goal for this year and it is being implemented as planned.

Briefly describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

There are no planned major differences for this year.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

This is a new goal.

Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

Goal Subject

College and Career Readiness

LEA/LCAP Goal

Increase student achievement for all students

Goal 3

Prepare students for college and career through aligned efforts to integrate our academic efforts with increasing dual enrollment and college and career exploration and engagement.

Identified Need

We need to increase access and support for students to become college and career ready.

Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
2018 CA School Dashboard	13.5% of students prepared according to the College and Career Indicator (CCI) of the Dashboard.	Increase preparedness according to the CCI indicator by 3%.

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

Socioeconomically disadvantaged students, English Learners, and all students.

Strategy/Activity

Increase a-g course offerings in targeted areas where students are under served by aligning curriculum with a-g standards.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
60,000	Comprehensive Support and Improvement (CSI)

Strategy/Activity 2

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

Socioeconomically disadvantaged students, English Learners, and all students.

Strategy/Activity

Provide tailored college and career support for students support of dual enrollment, college and career readiness, and career exploration and work based learning.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

21,544.85

Source(s)

Comprehensive Support and Improvement (CSI)
2000-2999: Classified Personnel Salaries
J.M.

Annual Review

SPSA Year Reviewed: 2018-19

Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal, an analysis is not required and this section may be deleted.

ANALYSIS

Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.

This is a new goal for this year and it is being implemented as planned.

Briefly describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

There are no planned major differences for this year.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

This is a new goal.

Budget Summary

Complete the table below. Schools may include additional information. Adjust the table as needed. The Budget Summary is required for schools funded through the ConApp, and/or that receive funds from the LEA for Comprehensive Support and Improvement (CSI).

Budget Summary

Description	Amount
Total Funds Provided to the School Through the Consolidated Application	\$341,933.52
Total Federal Funds Provided to the School from the LEA for CSI	\$174,545.00
Total Funds Budgeted for Strategies to Meet the Goals in the SPSA	\$341,933.52

Other Federal, State, and Local Funds

List the additional Federal programs that the school is including in the schoolwide program. Adjust the table as needed. If the school is not operating a Title I schoolwide program this section is not applicable and may be deleted.

Federal Programs	Allocation (\$)
Comprehensive Support and Improvement (CSI)	\$158,966.30
Title I Part A: Basic Grants Low-Income and Neglected	\$171,765.94
Title II Part A: Improving Teacher Quality	\$11,201.28

Subtotal of additional federal funds included for this school: \$341,933.52

List the State and local programs that the school is including in the schoolwide program. Duplicate the table as needed.

State or Local Programs	Allocation (\$)
-------------------------	-----------------

Subtotal of state or local funds included for this school: \$

Total of federal, state, and/or local funds for this school: \$341,933.52

Budgeted Funds and Expenditures in this Plan

The tables below are provided to help the school track expenditures as they relate to funds budgeted to the school.

Funds Budgeted to the School by Funding Source

Funding Source

Amount

Balance

Expenditures by Funding Source

Funding Source

Amount

Comprehensive Support and Improvement (CSI)
Title I Part A: Basic Grants Low-Income and Neglected
Title II Part A: Improving Teacher Quality

158,966.30
171,765.94
11,201.28

Expenditures by Budget Reference

Budget Reference

Amount

1000-1999: Certificated Personnel Salaries
2000-2999: Classified Personnel Salaries
4000-4999: Books And Supplies
5000-5999: Services And Other Operating Expenditures

24,581.45
188,215.25
60,000.00
69,136.82

Expenditures by Budget Reference and Funding Source

Budget Reference

Funding Source

Amount

1000-1999: Certificated Personnel Salaries
2000-2999: Classified Personnel Salaries
4000-4999: Books And Supplies
5000-5999: Services And Other Operating Expenditures
2000-2999: Classified Personnel Salaries
5000-5999: Services And Other Operating Expenditures

Comprehensive Support and Improvement (CSI)
Comprehensive Support and Improvement (CSI)
Comprehensive Support and Improvement (CSI)
Comprehensive Support and Improvement (CSI)
Title I Part A: Basic Grants Low-Income and Neglected
Title I Part A: Basic Grants Low-Income and Neglected

24,581.45
21,544.85
60,000.00
52,840.00
166,670.40
5,095.54

5000-5999: Services And Other
Operating Expenditures

Title II Part A: Improving Teacher
Quality

11,201.28

Expenditures by Goal

Goal Number	Total Expenditures
Goal 1	197,532.67
Goal 2	62,856.00
Goal 3	81,544.85

School Site Council Membership

California Education Code describes the required composition of the School Site Council (SSC). The SSC shall be composed of the principal and representatives of: teachers selected by teachers at the school; other school personnel selected by other school personnel at the school; parents of pupils attending the school selected by such parents; and, in secondary schools, pupils selected by pupils attending the school. The current make-up of the SSC is as follows:

- 2 School Principal
- 3 Classroom Teachers
- 2 Other School Staff
- 3 Parent or Community Members
- 4 Secondary Students

Name of Members	Role
John Rice	Principal
Michele Delibert	Classroom Teacher
Angela Brener	Classroom Teacher
Rosemary Ybarra	Principal
Sandra Ronquillo	Other School Staff
Yvone Pizanno	Other School Staff

At elementary schools, the school site council must be constituted to ensure parity between (a) the principal, classroom teachers, and other school personnel, and (b) parents of students attending the school or other community members. Classroom teachers must comprise a majority of persons represented under section (a). At secondary schools there must be, in addition, equal numbers of parents or other community members selected by parents, and students. Members must be selected by their peer group.



SANTA CRUZ COUNTY BOARD OF EDUCATION

AGENDA ITEM

Board Meeting Date: Nov. 21, 2019

☒ **Action**

☐ **Information**

TO: Dr. Faris Sabbah, County Superintendent of Schools

FROM: Jennifer Izant, Project Director, Alternative Education

SUBJECT: School Plan for Student Achievement - Alternative Education Court Schools

BACKGROUND

California Education Code 64001(i) requires that the [School Plan for Student Achievement] shall be reviewed and approved by the governing board or body of the local educational agency at a regularly scheduled meeting whenever there are material changes that affect the academic programs for pupils covered by programs identified in this part.

FUNDING IMPLICATIONS

Schools and districts that receive federal funding are required to prepare a School Plan for Student Achievement for any recipient school to document the use of these funds.

RECOMMENDATION

Staff recommends that the Board approve the School Plan for Student Achievement for Alternative Education Court Schools.

School Plan for Student Achievement (SPSA) Template

Instructions and requirements for completing the SPSA template may be found in the SPSA Template Instructions.

School Name	County-District-School (CDS) Code	Schoolsite Council (SSC) Approval Date	Local Board Approval Date
Santa Cruz County Court	44-10447-4430146	11/7/19	

Purpose and Description

Briefly describe the purpose of this plan (Select from Schoolwide Program, Comprehensive Support and Improvement, Targeted Support and Improvement, or Additional Targeted Support and Improvement)

This plan is informed by all State indicators, based on a local needs assessments, and includes relevant interventions.

Briefly describe the school’s plan for effectively meeting the ESSA requirements in alignment with the Local Control and Accountability Plan and other federal, state, and local programs.

The Santa Cruz County Office of Education will support the academic and social-emotional growth and achievement of all students. Our program actively engages in needs assessments to find areas of growth specifically through disaggregating student performance data and from directly surveying and talking with our students, families, staff, and community. The School Plan for Student Achievement (SPSA) aligns with continuous improvement efforts including the Local Control Accountability (LCAP) and the Western Association of Schools and Colleges (WASC) plan.

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School Site Council Membership	12

Stakeholder Involvement

How, when, and with whom did the school consult as part of the planning process for this SPSA/Annual Review and Update?

Involvement Process for the SPSA and Annual Review and Update

The School Site Council as well as our ELAC and DLAC groups met with administration and staff and completed a needs assessment as well as reviewed the progress of all students. During these meetings, actions and services were approved for the SPSA. During the 2018-19 school year, the Santa Cruz COE Court School began a needs assessment process which included staff and student interviews in addition to our annual continuous improvement survey.

Resource Inequities

Briefly identify and describe any resource inequities identified as a result of the required needs assessment, as applicable.

The Santa Cruz COE Court school continues to require a high level of support from personnel who encourage the academic and social-emotional needs of our students as well as continued professional learning opportunities for our court school educators.

Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

Goal Subject

Student Achievement

LEA/LCAP Goal

Increase student achievement for all students, including English Learners and Students with Disabilities, as measured by a broad range of measures.

Goal 1

Provide access and support to a rigorous and engaging educational experience that meets the needs of our diverse learners and promotes and supports college and career readiness.

Identified Need

The majority of our students enter our school in need of a program that meets their individual needs and supports them academically with engaging curriculum, instruction, and educational experiences that prepare them for life beyond high school.

Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
Academic Achievement Data	Reading Student Growth Percentile – 52.18 Math Student Growth Percentile – 29.29 A Student Growth Percentile, or SGP, compares a student's growth to that of their academic peers nationwide. Academic peers are students in the same grade with a similar scaled score on a Star assessment at the beginning of the time period being examined.	Reading Student Growth Percentile – 53 Math Student Growth Percentile – 31 A Student Growth Percentile, or SGP, compares a student's growth to that of their academic peers nationwide. Academic peers are students in the same grade with a similar scaled score on a Star assessment at the beginning of the time period being examined.
CA Healthy Kids Survey High Expectations Scale	85% of students reported as pretty much or very much true.	Maintain 85%

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students including socioeconomically disadvantaged students.

Strategy/Activity

Provide instructional support, using highly qualified para-professionals, to students and to work alongside teachers to facilitate rigorous and engaging curriculum.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

73,107.76

Source(s)

Title I Part D
2000-2999: Classified Personnel Salaries
T.F. and K.M.

Strategy/Activity 2

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students including socioeconomically disadvantaged, and English Learners

Strategy/Activity

Professional development to support rigorous interdisciplinary curriculum and instruction, including a specific focus on adopted frameworks, Next Generation Science Standards, and college and career awareness and support

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

10,000

Source(s)

Title II Part A: Improving Teacher Quality
5000-5999: Services And Other Operating
Expenditures

Annual Review

SPSA Year Reviewed: 2018-19

Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal, an analysis is not required and this section may be deleted.

ANALYSIS

Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.

This is a new goal for this year and it is being implemented as planned.

Briefly describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

There are no planned major differences for this year.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

This is a new goal.

Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

Goal Subject

Social-emotional support and engagement

LEA/LCAP Goal

Provide supportive environments that promote student well being.

Goal 2

Provide safe, supportive, healthy, and engaging learning environments and opportunities for students that include counseling services, restorative practices, and an emphasis on engaging with families and the community.

Identified Need

School connectedness, social-emotional well-being, and engagement are crucial to student success.

Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
CA Healthy Kids Survey School Connectedness Scale	74% of students felt connected to school.	Increase to 75%.
CA Healthy Kids Survey Caring Adults Relationship Scale	82% of students felt they had a teacher or other adult who cares for them on campus.	Increase to 83%
CA Healthy Kids Survey Any Truancy	57% of Students report being truant one day in the past month.	Decrease to 55%

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

Socioeconomically disadvantaged students, English Learners, and all students.

Strategy/Activity

Provide counseling and restorative justice opportunities to all students

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
52,524.24	Title I Part D 2000-2999: Classified Personnel Salaries Paraprofessional for counseling and restorative practices J.M.D.
28,052.88	Title I Part D 2000-2999: Classified Personnel Salaries Paraprofessional for restorative practices and youth engagement/leadership C.G.

Strategy/Activity 2

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All court school students

Strategy/Activity

Contract services with Santa Cruz County Probation to better provide support and services to students and families.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
39,000	Title I Part D 5000-5999: Services And Other Operating Expenditures

Annual Review

SPSA Year Reviewed: 2018-19

Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal, an analysis is not required and this section may be deleted.

ANALYSIS

Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.

This is a new goal for this year and it is being implemented as planned.

Briefly describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

There are no planned major differences for this year.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

This is a new goal.

Budget Summary

Complete the table below. Schools may include additional information. Adjust the table as needed. The Budget Summary is required for schools funded through the ConApp, and/or that receive funds from the LEA for Comprehensive Support and Improvement (CSI).

Budget Summary

Description	Amount
Total Funds Provided to the School Through the Consolidated Application	\$202,684.88
Total Federal Funds Provided to the School from the LEA for CSI	\$0
Total Funds Budgeted for Strategies to Meet the Goals in the SPSA	\$202,684.88

Other Federal, State, and Local Funds

List the additional Federal programs that the school is including in the schoolwide program. Adjust the table as needed. If the school is not operating a Title I schoolwide program this section is not applicable and may be deleted.

Federal Programs	Allocation (\$)
Title I Part D	\$192,684.88
Title II Part A: Improving Teacher Quality	\$10,000.00

Subtotal of additional federal funds included for this school: \$202,684.88

List the State and local programs that the school is including in the schoolwide program. Duplicate the table as needed.

State or Local Programs	Allocation (\$)
-------------------------	-----------------

Subtotal of state or local funds included for this school: \$

Total of federal, state, and/or local funds for this school: \$202,684.88

Budgeted Funds and Expenditures in this Plan

The tables below are provided to help the school track expenditures as they relate to funds budgeted to the school.

Funds Budgeted to the School by Funding Source

Funding Source

Amount

Balance

Expenditures by Funding Source

Funding Source

Amount

Title I Part D	192,684.88
Title II Part A: Improving Teacher Quality	10,000.00

Expenditures by Budget Reference

Budget Reference

Amount

2000-2999: Classified Personnel Salaries	153,684.88
5000-5999: Services And Other Operating Expenditures	49,000.00

Expenditures by Budget Reference and Funding Source

Budget Reference

Funding Source

Amount

2000-2999: Classified Personnel Salaries	Title I Part D	153,684.88
5000-5999: Services And Other Operating Expenditures	Title I Part D	39,000.00
5000-5999: Services And Other Operating Expenditures	Title II Part A: Improving Teacher Quality	10,000.00

Expenditures by Goal

Goal Number

Total Expenditures

Goal 1	83,107.76
Goal 2	119,577.12

School Site Council Membership

California Education Code describes the required composition of the School Site Council (SSC). The SSC shall be composed of the principal and representatives of: teachers selected by teachers at the school; other school personnel selected by other school personnel at the school; parents of pupils attending the school selected by such parents; and, in secondary schools, pupils selected by pupils attending the school. The current make-up of the SSC is as follows:

- 2 School Principal
- 4 Classroom Teachers
- 3 Other School Staff
- 4 Parent or Community Members
- 1 Secondary Students

Name of Members	Role
John Rice	Principal
Rosemary Ybarra	Principal
Blanca Corrales	Other School Staff
Sandra Ronquillo	Other School Staff
Michele Delibert	Classroom Teacher
Angela Brenner	Classroom Teacher
David Burke	Classroom Teacher
Javier Gonzales	Classroom Teacher
Yvonne Pizano	Other School Staff
Juan Carlos Barajas	Parent or Community Member
Dora Gonzalez	Parent or Community Member
Miguel Vargas	Parent or Community Member
Salvader Garcia	Parent or Community Member
Yvette Ochoa	Secondary Student

At elementary schools, the school site council must be constituted to ensure parity between (a) the principal, classroom teachers, and other school personnel, and (b) parents of students attending the school or other community members. Classroom teachers must comprise a majority of persons represented under section (a). At secondary schools there must be, in addition, equal numbers of parents or other community members selected by parents, and students. Members must be selected by their peer group.



SANTA CRUZ
COUNTY OFFICE OF
EDUCATION
DR. FARIS SABBABH • SUPERINTENDENT OF SCHOOLS

SANTA CRUZ COUNTY BOARD OF EDUCATION

AGENDA ITEM

Board Meeting Date: Nov. 21, 2019

☐

Action

☒

Information

TO: Santa Cruz County Board of Education

FROM: Pacific Collegiate Charter School

SUBJECT: Public Hearing regarding Petition for Renewal

BACKGROUND

The County Board of Education shall hold a public hearing to consider the level of support for the Pacific Collegiate Charter School renewal petition by teachers employed by the school district, other employees of the school district, parents, and members of the public. The Petition for Renewal was received by the Santa Cruz County Board of Education on November 12, 2019 and will consider the approval or denial of the petition at the regular December meeting of the Santa Cruz County Board of Education Meeting (See EDC § 47605(b)).

SUPERINTENDENT'S RECOMMENDATION FOR BOARD ACTION:

Open, conduct, and close the public hearing.

FUNDING IMPLICATIONS

Included within charter petition documents.

Pacific Collegiate School

A CALIFORNIA PUBLIC CHARTER SCHOOL
ESTABLISHED IN 1999



CHARTER RENEWAL PETITION
RENEWAL TERM: JULY 1, 2020- JUNE 30, 2025

SUBMITTED TO THE
SANTA CRUZ COUNTY BOARD OF EDUCATION
OCTOBER 17, 2019

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AFFIRMATIONS AND DECLARATION

Pacific Collegiate School (“PCS,” or the “Charter School”) will follow any and all federal, state, and local laws and regulations that apply to the Charter School, including but not limited to:

- The Charter School shall meet all statewide standards and conduct the student assessments required, pursuant to Education Code Section 60605, and any other statewide standards authorized in statute, or student assessments applicable to students in non-charter public schools. [Ref. Education Code Section 47605(c)(1)]
- The Charter School declares that it shall be deemed the exclusive public school employer of the employees of the Charter School for purposes of the Educational Employment Relations Act. [Ref. Education Code Section 47605(b)(6)]
- The Charter School shall be non-sectarian in its programs, admissions policies, employment practices, and all other operations. [Ref. Education Code Section 47605(d)(1)]
- The Charter School shall not charge tuition. [Ref. Education Code Section 47605(d)(1)]
- The Charter School shall admit all students who wish to attend the Charter School, unless the Charter School receives a greater number of applications than there are spaces for students, in which case it will hold a public random drawing to determine admission. Except as required by Education Code Section 47605(d)(2), admission to the Charter School shall not be determined according to the place of residence of the student or his or her parents within the State. Preference in the public random drawing shall be given as required by Education Code Section 47605(d)(2)(B)(i)-(iv). In the event of a drawing, the chartering authority shall make reasonable efforts to accommodate the growth of the Charter School in accordance with Education Code Section 47605(d)(2)(C). [Ref. Education Code Section 47605(d)(2)(A)-(C)]
- The Charter School shall not discriminate on the basis of the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, gender expression, gender identity, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, including immigration status, or association with an individual who has any of the aforementioned characteristics). [Ref. Education Code Section 47605(d)(1)]
- The Charter School shall adhere to all provisions of federal law related to students with disabilities including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990 and the Individuals with Disabilities Education Improvement Act of 2004.
- The Charter School shall meet all requirements for employment set forth in applicable provisions of law, including, but not limited to credentials, as necessary. [Ref. Title 5 California Code of Regulations Section 11967.5.1(f)(5)(C)]
- The Charter School shall ensure that teachers in the Charter School hold a Commission on

Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools are required to hold. As allowed by statute, flexibility will be given to non-core, non-college-preparatory teachers. [Ref. Education Code Section 47605(1)]

- The Charter School shall at all times maintain all necessary and appropriate insurance coverage.
- The Charter School shall, for each fiscal year, offer at a minimum, the number of minutes of instruction per grade level as required by Education Code Section 47612.5(a)(1)(A)-(D).
- If a pupil is expelled or leaves the Charter School without graduating or completing the school year for any reason, the Charter School shall notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including report cards or a transcript of grades, and health information. If the pupil is subsequently expelled or leaves the school district without graduating or completing the school year for any reason, the school district shall provide this information to the Charter School within 30 days if the Charter School demonstrates that the pupil had been enrolled in the Charter School. [Ref. Education Code Section 47605(d)(3)]
- The Charter School may encourage parental involvement, but shall notify the parents and guardians of applicant pupils and currently enrolled pupils that parental involvement is not a requirement for acceptance to, or continued enrollment at, the Charter School. [Ref. Education Code Section 47605(n)]
- The Charter School shall maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection. [Ref. Education Code Section 47612.5(a)(2)]
- The Charter School shall on a regular basis consult with its parents and teachers regarding the Charter School's education programs. [Ref. Education Code Section 47605(c)]
- The Charter School shall comply with any applicable jurisdictional limitations to the locations of its facilities. [Ref. Education Code Section 47605-47605.1]
- The Charter School shall comply with all laws establishing the minimum and maximum age for public school enrollment. [Ref. Education Code Section 47612(b) and 47610]
- The Charter School shall comply with all applicable portions of the Elementary and Secondary Education Act ("ESEA"), as reauthorized and amended by the Every Student Succeeds Act ("ESSA").
- The Charter School shall comply with the California Public Records Act.
- The Charter School shall comply with the federal Family Educational Rights and Privacy Act.
- The Charter School shall comply with the Ralph M. Brown Act.

- The Charter School shall comply with Government Code Section 1090, et seq., as set forth in Education Code Section 47604.1.
- The Charter School shall comply with the Political Reform Act.
- The Charter School shall meet or exceed the legally required minimum number of school days. [Ref. Title 5 California Code of Regulations Section 11960]

Diana Holm, President

Date

Board of Directors

Pacific Collegiate School

INTRODUCTION

The course of study at Pacific Collegiate School focuses on the traditional core curriculum areas of mathematics, English, science and history as well as additional emphasis on visual and performing arts and world languages. The entire program is specifically designed to prepare students to enter competitive colleges and universities worldwide.

As Pacific Collegiate School has evolved, it is the expectation that students take at least five Advanced Placement (AP) classes in order to graduate; many students take more. The required AP courses are as follows: AP World History, AP US History, a choice of AP Science lab-based course, AP English Language or AP English Literature. AP classes consequently form an integral part of the basic curriculum. Beginning in middle school, teachers prepare students for success in upper-level AP courses. With this in mind, accelerated students, who have the requisite skills, may advance into classes well beyond their years. A gifted 8th grade math student could enroll in calculus; or a keen student of language could enroll in AP French in the 9th grade. The flexibility and opportunities for academic acceleration allowed by this vertical alignment are unique aspects of PCS's approach to preparing students to excel in a rigorous college atmosphere.

In addition to its college preparatory focus, PCS' charter calls for students to study visual and performing arts, develop global perspectives and hone technological proficiencies to prepare them for success in the 21st century. By design, Pacific Collegiate School provides an exceptional education rich in the visual and performing arts, requires students to study a language other than English, and constantly strives to use technology as a tool for learning and a life skill.

In an attempt to educate and inform students interested in PCS, the school holds approximately ten information meetings prior to the open public lottery, several of which are bilingual and held in locations throughout Santa Cruz County. PCS information sessions provide an overview of our academic program, student support services, extracurricular opportunities, campus life, school governance, and parent involvement. With a focused charter, it is clear that PCS remains a school of choice for its students. We are not a comprehensive small public high school, and we encourage all of our prospective students and families to consider all their needs and wants in making the decision to study at PCS. The students, parents, administration and faculty remain committed to the vision of the school and the challenges it represents. The elements of the vision statement give the best sense of the stakeholder commitment:

- PCS maintains high academic and artistic standards.
- PCS ensures that each student graduates with the foundation of coherent, relevant knowledge required for lifelong cultural maturity.
- PCS is committed to supporting students to study hard to be prepared to attend and succeed at any UC or similarly high quality private or public university.
- PCS concentrates on quality instruction in the core academic areas of language arts, mathematics, science and history so that all students are prepared to take and pass advanced placement exams in these subject areas prior to graduation.
- PCS prepares students for dynamic engagement in the fine and performing arts.

- PCS curriculum is sequential and carefully articulated to provide a clear path to college.
- PCS teachers demonstrate mastery of and enthusiasm for their subject matter as well as the ability to communicate it effectively to students.
- PCS regards parental involvement as integral and essential to its success.
- PCS has worked tirelessly in its efforts to obtain a facility that supports these goals.

Central to the accomplishment of our goals is the shape of our curriculum and the graduation requirements for a PCS student. Below is a comparison of PCS graduation requirements with those for the University of California.

PCS Requirements 220 units, 22 courses (Grades 9-12)	UC A-G Requirements
ENGLISH – 4 years (40 units) including one class at the AP level.	ENGLISH – 4 years (must be grades 9-12)
MATH – 3 years (30 units) Algebra 1, 2 & Geometry.	MATH – 3 years (Algebra 1+) (4 recommended)
SCIENCE – 3 years (lab science) one of which must be AP. (30 units)	SCIENCE – 2 years (lab science)
HISTORY – 3 years including AP World and AP US History (30 units)	HISTORY – 2 years
WORLD LANGUAGE – 3 years and reach level 3	WORLD LANGUAGE – 2 years
FINE ARTS – 3 years (30 units)	FINE ARTS – 1 year
ELECTIVES – 3 years (30 units)	COLLEGE PREP. ELECTIVES – 2 years

Success of the Prior Charter Term

Since its last charter renewal in 2015, Pacific Collegiate School has continued to nurture student achievement, combining personal support with high expectations to produce positive student outcomes, and has received a steady stream of accolades for its performance on both state and national scales. Among these recent accolades are the following:

Program Recognition

Founded in 1999, Pacific Collegiate School (PCS) is celebrated its 20th anniversary and continues to garner local and national recognition. PCS consistently ranks among the best charter and high schools in California, and the nation:

- Recognized by *Newsweek*, *US News & World Report* and *The Washington Post* as one of the nation's top public high schools

- Ranked by *US News & World Report* as one of California's top ten public charter schools and one of the nation's best public charter schools.
- Ranked in the Top Ten Public High Schools by *US News & World Report*
- Designated a National Blue-Ribbon School (2008)
- Selected a California Distinguished School (2007, 2011, 2017)

Student Performance

- Since May 2015, PCS students have taken 2,097 Advanced Placement examinations; the 'passage rate' (a grade of 3, 4, or 5 earned) during this period was 82%; students earned grades of 4 or 5 at a rate of 52%.
- PCS students continue to excel in science programs at the county level and beyond. Several students represent PCS at the state science fair each year.
- High school art students participate yearly in the county-wide high school art show sponsored by the Santa Cruz Art League. There are many winners every year in this juried show.
- Choral and instrumental music programs regularly earn high ratings local, regional, and state-wide music festivals. PCS regularly has high numbers of students extending their musical experience into local youth symphonies, honor jazz ensembles, and regional and state-wide honor bands, orchestras, and choirs.
- PCS students are consistently selected to play in the Santa Cruz Youth Symphony. In 2019, PCS students form nearly one third of the ensemble, representing the largest number of participants from a single school.
- In 2017-2018, Thespian Society students wrote and performed their own musical at the world-famous Edinburgh Fringe Festival in Scotland.
- Over the last three academic years (2017-2019), World Language students have received Seals of Biliteracy from the State of California 71 times in four languages.
- Over the last five academic years (2015-2019), 94% of both Advanced Placement Spanish Language and Culture and Advanced Placement and French Language and Culture students have earned scores of 3 or higher on the AP exam. Over the last 4 years (2016-2019), 81% of Latin students have received a 3 or higher on the exam, and in Chinese, in two years (2015 and 2018), 100% of the students received a 3 or higher.
- Additional student performance data is included in Appendix A.

College Admissions

- Predictably, the academic strength of the PCS program and its students has translated into success in the college admissions process as well:
- 100% of PCS graduates are eligible for UC/CSU admissions, and 97% of students directly enroll in four- or two-year programs.
- The top ten most popular colleges PCS students have applied to in recent years are: Cal Poly San Luis Obispo, UC Santa Barbara, UC Berkeley, UC Davis, UC Santa Cruz, UC San

Diego, UC Los Angeles, Cabrillo College, San Diego State, and Northeastern.

- The top five schools to which students have been admitted are: Cal Poly San Luis Obispo, UC Santa Barbara, UC Santa Cruz, UC Berkeley, and UC Davis.

Alumni Engagement

As a small community with a mission to prepare students to thrive at their chosen university, it is important for the school to stay connected with alumni. With the graduation of the Class of 2019, PCS now counts its total graduates at approximately 700. We regularly solicit feedback from graduates as a way of monitoring the effectiveness of the school program in meeting its mission. Included in this petition are several responses submitted by alumni recently:

- *PCS prepared me for college and life really, by teaching me how to respond to challenges. PCS isn't easy, that's pretty much a given. However, it teaches you how to respond when things are difficult. It shows you how to work incredibly hard, and if that isn't enough, how to look for alternatives, or ask for help and advocate for yourself. Those skills have been invaluable to me.*
- *I loved my time at PCS because of the close-knit community, high level academics and support I got from my peers and teachers. I was able to develop skills that I have used over and over again, academically, professionally and personally.*
- *PCS was for me an inclusive place, with a robust and quirky community that celebrated differences. I learnt while having fun and felt supported by the community I was a part of. I fostered relationships with my teachers that allowed me to engage more with the classes; I consider this to be a skill that I was very grateful I had to bring with me into college. The curriculum was advanced and I particularly enjoyed the link between the history and English curriculum.*
- *PCS prepared me extremely well for college level writing. I came into college knowing how to write multiple types of research and persuasive essays and was ahead of my peers in college.*
- *In every PCS student's time at PCS, they are going to have rough patches, sometimes more severe, sometimes just little moments of doubt. What people have to learn to understand (and by the end of senior year, already understand) is that each rough spot affects you in more ways than one and will help in the future. My experience at PCS helped me learn not only academic skills that are paying off in college, but helped me learn who I am as a student and as a person.*
- *I loved my time at PCS and built some of my strongest friendships there. I was also asked to think critically in a way that really benefited me in college. I often found my PCS classes more engaging and challenging than a number of my college classes. The dedication of the teachers really meant a lot to me and they continued to be my inspiration throughout college. They taught me to dream big and to hold myself to a high standard. Because of the preparation I got at PCS and the workload I could handle, I was able to graduate a year*

early from college.

Admissions Demand

The powerful combination of public recognition, academic achievement, college admissions success, and alumni satisfaction described above has not gone unnoticed in the Santa Cruz community. Demand for admission into PCS has remained steady since 2010. In the most recent lottery (March, 2019) the school received more applications for admission than in any prior year. Over the past five years, the number of lottery applications has considerably exceeded the actual enrollment of the school (625 for 2019, 605 for 2018, 544 for 2017, 554 for 2016, and 623 for 2015).

Thus, Pacific Collegiate School continues to provide an exemplary college preparatory option to the Santa Cruz community. The high expectations established by the PCS program and sustained by its faculty have produced well-supported and high-achieving students, satisfied and capable graduates, and substantial community interest.

CHARTER RENEWAL CRITERIA

Evidence of Meeting Charter Renewal Standards Pursuant to Education Code Section 47607(b) and the California Code of Regulations, Title 5, Section 11966.4(a)(1)

Charter petitions must satisfy at least three requirements to be renewed:

Education Code Section 47607(a)(3)(A) states: “The authority that granted the charter shall consider increases in pupil academic achievement for all groups of pupils served by the charter school as the most important factor in determining whether to grant a charter renewal.”

Such increases are documented below.

AND

Education Code Section 52052(f) states: “For purposes of paragraphs (1) to (3), inclusive, of subdivision (b) of Section 47607, alternative measures that show increases in pupil academic achievement for all groups of pupils schoolwide and among numerically significant pupil subgroups shall be used.”

The alternative measures that show increases at the Charter School are documented below.

OR

Education Code Section 47607(b)(4) states: “The entity that granted the charter determines that the academic performance of the charter school is at least equal to the academic performance of the public schools that the charter school pupils would otherwise have been required to attend, as well as the academic performance of the schools in the school district in which the charter school is located, taking into account the composition of the pupil population that is served at the charter school.”

This determination, which requires a comparison to other public schools, is documented below.

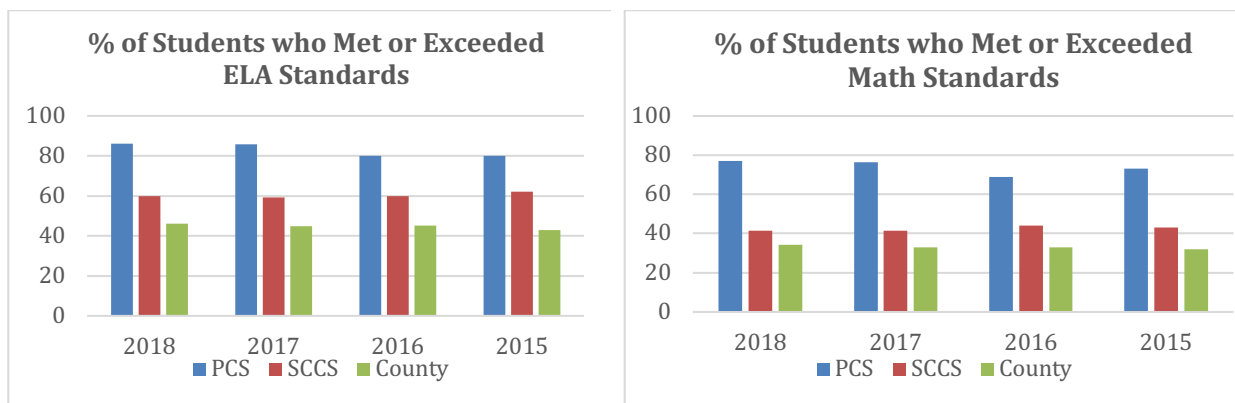
AND

Title 5, California Code of Regulations Section 11966.4(b)(1) states: “When considering a petition for renewal, the district board of education shall consider the past performance of the school's academics, finances, and operation in evaluating the likelihood of future success, along with future plans for improvement, if any.”

This requirement is met through the documentation presented in the charter renewal petition and appendices.

The following shall serve as documentation confirming that Pacific Collegiate School exceeds the statutory criteria required for renewal as set forth in Education Code Section 47607(a)(3)(A), 52052(f), 47607(b)(4) (Also see **Appendix A: Student Performance Data** and **Appendix B: California Dashboard Data Reports**)

- Pacific Collegiate School has consistently met or exceeded California school performance expectations, as reflected by CAASPP English Language Arts and Mathematics scores.



- Pacific Collegiate School students as a whole, and those in statistically significant subgroups (White and Hispanic/Latino) consistently perform at or well above grade level peers attending Santa Cruz area schools on CAASPP English Language Arts and Mathematics assessments.

ELA	% of Students who Met or Exceeded Standard – 11 th Grade					
	PCS		SCHS		SC County	
Year	White	Hispanic/ Latino	White	Hispanic/ Latino	White	Hispanic/ Latino
2018	96.66	69.23	78.72	41.27	74.29	44.89
2017	98.08	80	67.13	42.19	74.03	47.42
2016	68	67	70	42	72	45
2015	82	66	81	51	65	27

Math	% of Students who Met or Exceeded Standard – 11 th Grade					
	PCS		SCHS		SC County	
Year	White	Hispanic/ Latino	White	Hispanic/ Latino	White	Hispanic/ Latino
2018	86.21	76.93	56.34	24.62	45.31	15.7
2017	92.31	60	46.53	26.99	44.37	15.68
2016	70	78	53	38	45	16
2015	91	*	65	24	48	14

ELA	% of Students who Met or Exceeded Standard – 8 th Grade					
	PCS		SCCS		SC County	
Year	White	Hispanic/ Latino	White	Hispanic/ Latino	White	Hispanic/ Latino
2018	79.78	*	73.26	35.42	65.45	31.64
2017	86.96	88.23	73.39	23.84	67.75	29.04
2016	84	77	80	41	67	29
2015	83	50	72	38	69	30

Math	% of Students who Met or Exceeded Standard – 8 th Grade					
	PCS		SCCS		SC County	
Year	White	Hispanic/ Latino	White	Hispanic/ Latino	White	Hispanic/ Latino
2018	66.2	*	73.26	22.92	52.6	17.44
2017	68.11	64.71	61.83	17.29	51.09	15.35
2016	61	69	67	26	54	19
2015	71	42	65	28	55	20

ELA	% of Students who Met or Exceeded Standard – 7 th Grade					
	PCS		SCCS		SC County	
Year	White	Hispanic/ Latino	White	Hispanic/ Latino	White	Hispanic/ Latino
2018	90.57	81.25	82.69	40.43	75.23	33.67
2017	77.15	*	73.96	40.27	67.37	29.67
2016	86	80	76	30	73	30
2015	79	72	74	32	68	28

Math	% of Students who Met or Exceeded Standard – 7 th Grade					
	PCS		SCCS		SC County	
Year	White	Hispanic/ Latino	White	Hispanic/ Latino	White	Hispanic/ Latino
2018	86.31	56.25	64.33	26.35	59.55	19.35
2017	75.71	*	66.32	27.15	55.53	17.87
2016	85	80	70	23	59	17
2015	69	64	62	23	55	29

- Pacific Collegiate School graduates consistently demonstrate College and Career Readiness as one component of California Accountability System (Class of 2018: 76.2%, Class of 2017: 87%, Class of 2016: 88.7%)
- Pacific Collegiate School maintains an outstanding 5-year Cohort Graduation Rate (97.4%).

Analysis of Charter Renewal Criteria – Schoolwide Performance

Therefore, Pacific Collegiate School has exceeded the charter renewal standards of Education Code Section 47607(b) and should be granted a five-year charter renewal term pursuant to Education Code Section 47607(a)(1).

Analysis of Charter Renewal Criteria – Student Subgroup Performance

Education Code Section 47607(a)(3) states:

The authority that granted the charter shall consider increases in pupil academic achievement for all groups of pupils served by the charter school (defined as “a numerically significant pupil subgroup, as defined by paragraph (3) of subdivision (a) of Section 52052.” EC §47607(a)(3)(B)) as the most important factor in determining whether to grant a charter renewal.

Thus, Pacific Collegiate School’s outstanding student subgroup performance further solidifies its renewal status under Education Code Section 47607(a)(4).

ELEMENT A: EDUCATIONAL PROGRAM

Governing Law: The educational program of the charter school, designed, among other things, to identify those whom the charter school is attempting to educate, what it means to be an "educated person" in the 21st century, and how learning best occurs. The goals identified in that program shall include the objective of enabling pupils to become self-motivated, competent, and lifelong learners. Education Code Section 47605(b)(5)(A)(i).

Governing Law: The annual goals for the charter school, for all pupils and for each subgroup of pupils identified pursuant to Section 52052, to be achieved in the state priorities, as described in paragraphs (2) to (8), inclusive, of subdivision (d) of Section 52060, that apply for the grade levels served by the charter school, and specific annual actions to achieve those goals. A charter petition may identify additional school priorities, the goals for the school priorities, and the specific annual actions to achieve those goals. Education Code Section 47605(b)(5)(A)(ii).

Governing Law: If the proposed charter school will serve high school pupils, the manner in which the charter school will inform parents about the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements. Courses offered by the charter school that are accredited by the Western Association of Schools and Colleges may be considered transferable and courses approved by the University of California or the California State University as creditable under the "A" to "G" admissions criteria may be considered to meet college entrance requirements. Education Code Section 47605(b)(5)(A)(iii).

MISSION AND VISION

Pacific Collegiate School's mission is to provide exemplary, standards-based college preparatory and fine arts education for public middle and high school students. Our vision is to offer any student the same quality of education offered by the most academically distinguished schools in California. Our graduates will be prepared to enter and thrive at the world's finest colleges and universities.

In addition to a core college preparatory curriculum, Pacific Collegiate School emphasizes international, cross-cultural, and technological education in order to prepare graduates for life in the 21st Century. Pacific Collegiate School students will be introduced to the rich variety of world cultures and become fluent in at least one world language. They will become proficient in the basic information technologies essential for cultural literacy in the 21st Century.

TARGET POPULATION

Our target population is middle and high school-age students who seek an exemplary, standards-based college preparatory and fine arts education. Our pupil population reflects those interested

in attending a small school with high expectations. Current enrollment for the 2019-2020 school year is at 543 students. Projected enrollment for the 2020-2021 school year will be 604 students, based solely on the current use permit for the facility at 3004 Mission Street (see additional information in the Miscellaneous Provisions section of this charter regarding Facilities.)

EDUCATIONAL STRATEGY

Pacific Collegiate School, a site-based school, believes that most students, not just a few, are capable of a demanding, rigorous and relevant college preparatory high school education. The keys to drawing the best from every student are the following:

High expectations

Students respond to the expectations of their peers and of the adults around them. Pacific Collegiate School sets high expectations for all students in terms of workload, behavior, and educational results. Drawing the best from every student takes immense effort from the teachers, parents/guardians, and students, but the results are well worth the effort.

A Small School Community

The considerable advantage of small schools has been much researched and well documented. Students at PCS are known well by their teachers, staff and peers, and receive individual attention. Maintaining a community of scale is one of the defining elements of PCS.

Applications for admission to PCS far exceed the school's capacity. The wait-list has grown every year since the last charter term. We continue to consider opportunities to meet the high demand for a PCS education.

Small Class Size

In addition to the advantages of a small school, small class size allows the individualized attention that is the essential complement of high expectations. As a charter school, Pacific Collegiate School has the flexibility to spend more of its budget on teachers and less on administration and other overhead costs, which is how we can afford to reduce class size. Keeping class sizes smaller than conventional schools is one of the identifying characteristics of PCS.

How Learning Best Occurs

How learning best occurs is very dependent on the student. There is no one best method that works for all. For some students the stronger sense of community in a small school fosters the best learning. The increased accountability and potential for individualized attention that comes with a small school gives students an advantage. The establishment of high expectations for all students also contributes to student achievement and success.

What Does It Mean To Be An Educated Person In The 21st Century?

The academic program at PCS is rooted in the determination that our students must be prepared for a globalized world, one wherein tools and skills acquired today can be utilized to solve problems as yet unperceived, with concepts as yet undeveloped. Educating students for the 21st century demands that schools establish a respectful dialogue between teachers and students, that they institute relevant curricula, that they set high expectations, and that they employ technologies for use both in and beyond the classroom walls.

In preparation for a full life in the 21st century, Pacific Collegiate School seeks to teach its students how to think, not what to think; it encourages students to ask the questions that will continue their learning throughout life rather than settling for the old responses of the past that would inhibit it.

Goals for Student Learning

One of the goals of Pacific Collegiate School is enabling pupils to become self-motivated, competent, and lifelong learners. Regular and varied formative assessments provide frequent feedback and opportunity for improvement. Developmentally-appropriate learning skills and concepts, opportunities for in-depth exploration, community service and connections, and alignment with UC/CSU admissions criteria and with post-secondary options are the core of our academic approach. (See additional goals in Element B: Measurable Pupil Outcomes.)

In addition, Pacific Collegiate School identifies the following Student Learning Outcomes for all graduates:

1. PCS graduates will be self-motivated, enthusiastic, life-long learners who:
 - a. Make connections between academic study and the world in which they live.
 - b. Demonstrate skill in and passion for the arts, science, humanities, and technology.
 - c. Are able to read and comprehend a wide range of texts, both literary and non-literary.
 - d. Make connections and discriminates between different areas of study.
 - e. Are keen to pursue further study beyond PCS.
2. PCS graduates will be critical and independent thinkers who:
 - a. Are able to read critically, sort through information and develop a well-informed opinion.
 - b. Derive larger meanings from disparate sources.
 - c. Use step-by-step problem-solving skills in everyday life.

3. PCS graduates will be academically accountable individuals who:
 - a. Are well organized and can balance academic success with outside interests.
 - b. Meet deadlines and requirements.
 - c. Work well independently and in groups.
 - d. Recognize their strengths and seeks to develop them.
 - e. Are able to identify weaknesses and seek appropriate means for improvement.

4. PCS graduates will be responsible members of their community who:
 - a. Demonstrate respect for individuals.
 - b. Demonstrate the ability to work cooperatively and collaboratively with others.
 - c. Make equitable and substantial contributions to the community.
 - d. Demonstrate respect for their environment.
 - e. Exhibit civic responsibility by participating in volunteerism/community service.

GOALS AND ACTIONS TO ACHIEVE THE STATE PRIORITIES

Pursuant to Education Code Section 47605(b)(5)(A)(ii), the following is a table describing the Charter School's annual goals to be achieved in the state priorities schoolwide and for all pupil subgroups, as described in Education Code Section 52060(d), and specific annual actions to achieve those goals.

Local Control and Accountability Plan

The Charter School will produce a Local Control and Accountability Plan using the LCAP template adopted by the State Board of Education pursuant to Education Code Section 47606.5. The Charter School shall submit the LCAP to the County Superintendent of Schools annually on or before July 1, as required by Education Code Section 47604.33.

The LCAP and any revisions necessary to implement the LCAP shall not be considered a material revision to the charter, and shall be maintained by the Charter School at the school site.

Because each state priority has multiple parts, in order to align with the goals and annual actions to these multiple parts of each state priority, the Charter School has separated out the state priorities into "sub-priorities."

STATE PRIORITY #1— BASIC SERVICES

The degree to which teachers are appropriately assigned (E.C. §44258.9) and fully credentialed, and every pupil has sufficient access to standards-aligned instructional materials (E.C. § 60119), and school facilities are maintained in good repair (E.C. §17002(d))

SUBPRIORITY A – TEACHERS	
GOAL TO ACHIEVE SUBPRIORITY	100% of teachers will hold a valid CA Teaching Credential, or be in progress toward credential aligned to their teaching assignment.
ACTIONS TO ACHIEVE GOAL	Support and provide guidance for teachers on Provisional Internship Permits and Short-term Staff Permits to enter credential programs in a timely fashion. Support teachers with a Preliminary Credential via induction program. Teachers will have opportunity to participate in release days to support ongoing learning.
SUBPRIORITY B – INSTRUCTIONAL MATERIALS	
GOAL TO ACHIEVE SUBPRIORITY	100% of students, including first-to-college, Hispanic/Latino, and all other subgroups, will have access to standards-aligned materials and additional instructional materials. All students and student subgroups will have equitable access to curriculum, including AP courses.
ACTIONS TO ACHIEVE GOAL	All instructional materials purchased will be aligned to CA Common Core State Standards and aligned with our charter petition. Continue to provide all students to access to AP courses and curriculum.
SUBPRIORITY C – FACILITIES	
GOAL TO ACHIEVE SUBPRIORITY	Maintain school facilities in good repair to ensure the safety of all students. Maintain a facilities inspection rating of over 90%.
ACTIONS TO ACHIEVE GOAL	Daily general cleaning by custodial staff and partnership with Parent Volunteer Association to conduct monthly campus beautification/work days. Monthly and annual reviews of various facility requirements. Meet all school safety standards and perform annually required drills and safety inspections.
<u>STATE PRIORITY #2— IMPLEMENTATION OF COMMON CORE STATE STANDARDS</u> <i>Implementation of Common Core State Standards, including how EL students will be enabled to gain academic content knowledge and English language proficiency</i>	
SUBPRIORITY A – CCSS IMPLEMENTATION	
GOAL TO ACHIEVE SUBPRIORITY	All teachers of core classes will align curriculum to the CCSS.
ACTIONS TO ACHIEVE GOAL	Release/extra time will be provided to departments to develop and align curriculum and attend training related to CCSS.
SUBPRIORITY B – EL STUDENTS & ACADEMIC CONTENT KNOWLEDGE	
GOAL TO ACHIEVE SUBPRIORITY	100% of EL students will gain academic content knowledge through the implementation of CCSS.
ACTIONS TO ACHIEVE GOAL	EL students will participate in mainstream ELA/Literacy instruction; additional support will be provided by designated staff (ELL Instructional Assistant and Academic Support Specialist).
SUBPRIORITY C – EL STUDENTS & ENGLISH LANGUAGE PROFICIENCY	
GOAL TO ACHIEVE SUBPRIORITY	100% of EL students will gain English Language proficiency. 100% of Reclassified Fluent English Proficient students will receive ongoing academic support to ensure academic success for at least four years after reclassification.

ACTIONS TO ACHIEVE GOAL	EL students will receive additional targeted language instruction in alignment with California ELA/ELD Framework until they achieve fluency.
<u>STATE PRIORITY #3— PARENTAL INVOLVEMENT</u>	
<i>Parental involvement and family engagement, including efforts the Charter School makes to seek parent input in making decisions for the Charter School, and including how the Charter School will promote parental participation in programs for unduplicated pupils and individuals with exceptional needs</i>	
SUBPRIORITY A – ACHIEVING/MAINTAINING PARENTAL INVOLVEMENT	
GOAL TO ACHIEVE SUBPRIORITY	Maintain parent representation on the Charter School Governing Board, committees and working groups, including representation of parents/guardians of students who are first-to-college, Hispanic/Latino, and/or any other subgroups.
ACTIONS TO ACHIEVE GOAL	The Governing Board has a general policy of interviewing all interested parent directors. The Governing Board has a strong continuing track record of parent representation. School will recruit parent/guardian representation through school communications, maintain regular meeting schedules, and intentionally seek representatives from parents/guardians of students who are first-to-college, Hispanic/Latino, and/or any other subgroups.
SUBPRIORITY B – PROMOTING PARENT PARTICIPATION	
GOAL TO ACHIEVE SUBPRIORITY	Increase parental volunteerism, attendance at parent and community events, and provide input to school. Increase diversity of parents participating in volunteer, parent education, and community events.
ACTIONS TO ACHIEVE GOAL	School will seek to increase participation via school communications, regular meeting schedules, and through outreach and programming focused on the needs of students who are first-to-college, Hispanic/Latino, and/or any other subgroups. School will continue to monitor participation via parent surveys, rosters and attendance records for PVA and other school committees, participation in PVA sponsored Parent Education and grade level events, monthly campus work days, annual welcome back BBQ, tracking of parent volunteer hours.
SUBPRIORITY C – PROMOTING PARENT PARTICIPATION FOR UNDUPLICATED STUDENTS AND STUDENTS WITH EXCEPTIONAL NEEDS	
GOAL TO ACHIEVE SUBPRIORITY	Increased participation in parent education and community events by the families of unduplicated students, English Learners, and students with special needs. Provide input to school specific to programs for these students.
ACTIONS TO ACHIEVE GOAL	Mentoring program pairing new FTC families with experienced PCS FTC families, FTC parent education programs (e.g. College and Financial Aid Information geared toward FTC families), targeted surveys and focus group input opportunities for families of students with special needs, 504 Plans, English Learners, and other unduplicated students

STATE PRIORITY #4— STUDENT ACHIEVEMENT

Pupil achievement, as measured by all of the following, as applicable:

- A. California Assessment of Student Performance and Progress statewide assessment*
- B. Percentage of pupils who have successfully completed courses that satisfy UC/CSU entrance requirements, or career technical education*
- C. Percentage of ELs who make progress toward English language proficiency as measured by the English Language Proficiency Assessments for California (ELPAC)*
- D. EL reclassification rate*
- E. Percentage of pupils who have passed an AP exam with a score of 3 or higher*
- F. Percentage of pupils demonstrating College and Career Readiness, as reflected in California's accountability system*

SUBPRIORITY A – CAASPP: ELA/LITERACY AND MATHEMATICS

GOAL TO ACHIEVE SUBPRIORITY	75% of students at every applicable grade level, including all student subgroups, score proficient or higher on the CAASPP statewide assessment in the areas of English Language Arts/Literacy and Mathematics. First to college students and Hispanic/Latino students will perform comparably to general student population.
ACTIONS TO ACHIEVE GOAL	Classroom instruction and environment conducive to student learning of CCSS aligned curriculum. Meaningful use of instructional technology to enhance student learning. FTC academic support including tutoring, parent education, peer-to-peer network, academic support team.

SUBPRIORITY B – UC/CSU COURSE REQUIREMENTS

GOAL TO ACHIEVE SUBPRIORITY	100% of PCS graduates, including all student subgroups, will satisfy the UC/CSU course requirements.
ACTIONS TO ACHIEVE GOAL	Graduation requirements meet or exceed UC/CSU A-G requirements. Counselors will meet with students regularly to review transcripts and plan coursework.

SUBPRIORITY C – EL PROFICIENCY RATES

GOAL TO ACHIEVE SUBPRIORITY	100% EL students will advance at least one performance level per the ELPAC each academic year.
ACTIONS TO ACHIEVE GOAL	EL students will receive in-class instructional support which includes 1:1 teacher support, 1:1 teacher assistant support, small group work, usage of SDAIE and ELD instructional strategies.

SUBPRIORITY D – EL RECLASSIFICATION RATES

GOAL TO ACHIEVE SUBPRIORITY	EL students will be reclassified as Fluent English Proficient and perform at grade level on the CAASPP statewide assessment.
ACTIONS TO ACHIEVE GOAL	100% EL students will receive in-class instructional support which includes 1:1 teacher support, 1:1 teacher assistant support, small group work, usage of SDAIE and ELD instructional strategies.

SUBPRIORITY E – AP EXAM PASSAGE RATE

GOAL TO ACHIEVE SUBPRIORITY	75% of AP Exams taken by PCS students will earn a score of 3, 4 or 5, including first-to-college, Hispanic/Latino, and all other subgroups.
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ACTIONS TO ACHIEVE GOAL	PCS will provide well qualified teachers for all AP Classes and will provide support and training opportunities for these teachers, including best practices for supporting diverse students' needs.
SUBPRIORITY F – COLLEGE READINESS	
GOAL TO ACHIEVE SUBPRIORITY	100% of PCS graduates will satisfy the UC/CSU course requirements, including first-to-college, Hispanic/Latino, and all other subgroups. 90% of all students, including first-to-college, Hispanic/Latino, and all other subgroups, will participate in PSAT/SAT/ACT preparation courses free of charge. All students, including first-to-college, Hispanic/Latino, and all other subgroups, will have the opportunity to participate in college-preparatory research (e.g. Ethics and Evil, Current Issues, Capstone Projects).
ACTIONS TO ACHIEVE GOAL	Offer a rigorous college preparatory curriculum that requires students to take A-G courses. School will subsidize cost of test preparation courses for all students, including first-to-college, Hispanic/Latino, and all other subgroups. School will schedule sufficient sections of test prep and college-preparatory research opportunities to accommodate all interested students, and advertise these opportunities to all families. AP test fees will be subsidized for students eligible for Free and Reduced-Price Meals.
<u>STATE PRIORITY #5— STUDENT ENGAGEMENT</u>	
<i>Pupil engagement, as measured by all of the following, as applicable:</i>	
A. School attendance rates	
B. Chronic absenteeism rates	
C. Middle school dropout rates (EC §52052.1(a)(3))	
D. High school dropout rates	
E. High school graduation rates	
SUBPRIORITY A – STUDENT ATTENDANCE RATES	
GOAL TO ACHIEVE SUBPRIORITY	PCS will maintain a 95% ADA rate for both junior high and high school students, including first-to-college, Hispanic/Latino, and all other subgroups.
ACTIONS TO ACHIEVE GOAL	Increase monitoring and communication with parents of chronically absent students to decrease truancy.
SUBPRIORITY B – STUDENT ABSENTEEISM RATES	
GOAL TO ACHIEVE SUBPRIORITY	Students will not have more than 10 absences in any school year.
ACTIONS TO ACHIEVE GOAL	Parents will be informed of chronic absences as specified in the PCS Attendance Policy. Vice Principal will meet with parents of chronically absent students.
SUBPRIORITY C – MIDDLE SCHOOL DROPOUT RATES	
GOAL TO ACHIEVE SUBPRIORITY	PCS will promote 95% of 7 th and 8 th grade students.
ACTIONS TO ACHIEVE GOAL	PCS will offer an academically engaging learning environment and academic support for all its students.
SUBPRIORITY D – HIGH SCHOOL DROPOUT RATES	

GOAL TO ACHIEVE SUBPRIORITY	PCS will promote 95% of 9 th -11 th grade students.
ACTIONS TO ACHIEVE GOAL	PCS will offer an academically engaging learning environment and academic support for all its students.
SUBPRIORITY E – HIGH SCHOOL GRADUATION RATES	
GOAL TO ACHIEVE SUBPRIORITY	95% of PCS 12 th grade students will graduate.
ACTIONS TO ACHIEVE GOAL	PCS will offer academic support and guidance for students at all grade levels.
<u>STATE PRIORITY #6— SCHOOL CLIMATE</u>	
<i>School climate, as measured by all of the following, as applicable:</i>	
<i>A. Pupil suspension rates</i> <i>B. Pupil expulsion rates</i> <i>C. Other local measures, including surveys of pupils, parents, and teachers on the sense of safety and school connectedness</i>	
SUBPRIORITY A – PUPIL SUSPENSION RATES	
GOAL TO ACHIEVE SUBPRIORITY	PCS will maintain an annual suspension rate of less than 2%.
ACTIONS TO ACHIEVE GOAL	PCS will maintain clear behavior guidelines and promote a culture of respect.
SUBPRIORITY B – PUPIL EXPULSION RATES	
GOAL TO ACHIEVE SUBPRIORITY	PCS will maintain an annual expulsion rate of less than 1%
ACTIONS TO ACHIEVE GOAL	PCS will maintain clear behavior guidelines and promote a culture of respect.
SUBPRIORITY C – OTHER SCHOOL SAFETY AND SCHOOL CONNECTEDNESS MEASURES (SURVEYS)	
GOAL TO ACHIEVE SUBPRIORITY	PCS students and staff will adhere to the school safety plan.
ACTIONS TO ACHIEVE GOAL	Students and staff (certificated and classified) will participate in Earthquake, Fire and Lockdown drills twice annually. CPR training will be available annually to all certificated staff. PCS students will be engaged in opportunities to learn about positive behavior and school climate.
GOAL TO ACHIEVE SUBPRIORITY	90% of students eligible to use Free and Reduced-Price Meal (FRPM) program will participate.
ACTIONS TO ACHIEVE GOAL	Communication and direct outreach to ensure eligible families are aware of FRPM program and how to enroll.
<u>STATE PRIORITY #7— COURSE ACCESS</u>	
<i>The extent to which pupils have access to, and are enrolled in, a broad course of study, including programs and services developed and provided to unduplicated students (classified as EL, FRPM</i>	

<p><i>eligible, or foster youth; E.C. §42238.02) and students with exceptional needs.</i></p> <p><i>“Broad course of study” includes the following, as applicable:</i></p> <p><i>Grades 1-6: English, mathematics, social sciences, science, visual and performing arts, health, physical education, and other as prescribed by the governing board. (E.C. §51210)</i></p> <p><i>Grades 7-12: English, social sciences, world language(s), physical education, science, mathematics, visual and performing arts, applied arts, and career technical education. (E.C. §51220(a)-(i))</i></p>	
GOAL TO ACHIEVE SUBPRIORITY	PCS students, including all subgroups, unduplicated students, and students with exceptional needs, will have access to the academic program as outlined in the PCS charter.
ACTIONS TO ACHIEVE GOAL	All academic content areas will be available to all students, including student subgroups, at all grade levels.
GOAL TO ACHIEVE SUBPRIORITY	Students will receive instruction and opportunities to build technology skills in designated courses and across the curriculum. All students will have access to technology and devices to support optimal learning conditions.
ACTIONS TO ACHIEVE GOAL	All 7 th grade students will be enrolled in a technological literacy course (Study Skills and Technology). School will continue to offer multiple sections of computer science, SSTech, and incorporate technology-based instruction across the curriculum. School will maintain adequate number of devices for student use to support technology integration in learning.
<p><u>STATE PRIORITY #8—OTHER STUDENT OUTCOMES</u></p> <p><i>Pupil outcomes, if available, in the subject areas described above in #7, as applicable.</i></p>	
SUBPRIORITY A – ENGLISH	
GOAL TO ACHIEVE SUBPRIORITY	<p>All students, including all student subgroups, unduplicated students, and students with exceptional needs, will demonstrate grade level proficiency in English Language Arts/Literacy.</p> <p>All students will take AP English Language during 11th grade or AP English Literature during 12th grade.</p>
ACTIONS TO ACHIEVE GOAL	All students at PCS will participate in a rigorous vertically aligned English curriculum which will culminate in students taking AP English Language in 11 th grade and/or AP English Literature in 12 th grade. At each level students will focus on writing, reading, discussion, and vocabulary.
SUBPRIORITY B – MATHEMATICS	
GOAL TO ACHIEVE SUBPRIORITY	<p>All students, including all student subgroups, unduplicated students, and students with exceptional needs, will demonstrate grade level proficiency in Mathematics.</p> <p>100% of PCS graduates will meet or exceed the UC/CSU entrance requirements for Mathematics.</p>
ACTIONS TO ACHIEVE GOAL	All students will participate in a rigorous, vertically aligned curriculum designed to prepare students for AP level mathematics by the 12 th grade.
SUBPRIORITY C – SOCIAL SCIENCES	
GOAL TO ACHIEVE SUBPRIORITY	All students, including all student subgroups, unduplicated students, and students with exceptional needs, will demonstrate grade level skills and content knowledge in World History and US History.

	All PCS students will complete AP World History and AP US History.
ACTIONS TO ACHIEVE GOAL	All PCS students will participate in a curriculum that is global in its approach and grounded in a chronological study of human activities from ancient times to the present. This includes a three-year World History sequence culminating in AP World History.
SUBPRIORITY D – SCIENCE	
GOAL TO ACHIEVE SUBPRIORITY	<p>All students, including all student subgroups, unduplicated students, and students with exceptional needs, will demonstrate grade level skills and content knowledge in the appropriate science class.</p> <p>All PCS graduates will have taken Biology, Chemistry and Physics.</p> <p>75% of 8th and 11th grade students will meet or exceed standards on California Science Test (CAST).</p> <p>100% of PCS students will complete at least one AP lab-based course in the Sciences.</p>
ACTIONS TO ACHIEVE GOAL	All PCS students will participate in a rigorous Science curriculum that focuses on hands on learning and critical thinking. While challenging, this curriculum is designed with the belief that all students can be successful.
SUBPRIORITY E – VISUAL AND PERFORMING ARTS	
GOAL TO ACHIEVE SUBPRIORITY	100% of PCS students will take at least 3 years of Visual and performing arts during 9 th -12 th grade.
ACTIONS TO ACHIEVE GOAL	PCS will offer a rich and varied Visual and performing arts curriculum that includes classes in visual arts, drama, choir, dance, and instrumental music.
SUBPRIORITY F – WORLD LANGUAGES	
GOAL TO ACHIEVE SUBPRIORITY	100% of PCS students will take a minimum of 3 years of a single World language.
ACTIONS TO ACHIEVE GOAL	PCS will offer four-year programs in at least four languages, with the 4 th year being an AP Course.

Parent Notification of Course Eligibility for College and Transfer Units

All of Pacific Collegiate School's high school courses meet state standards, are a-g approved and UC/CSU certified for college entry requirements, as indicated in our course catalog, which is posted on the PCS website.

For any student transferring out of PCS, parents will be notified in writing of the transferability of courses completed by the student as part of the exit procedure.

The Western Association of Schools and Colleges Accrediting Commission for Schools provided Pacific Collegiate School with a six-year Certificate of Accreditation, which extends through June 30, 2021. We have every expectation that our accreditation with WASC will be extended through June 30, 2027 when we review our progress with them in the spring of 2021.

Curriculum

The distinctiveness of our program lies in its high academic and behavioral expectations, small school environment, and small class size. The curriculum is challenging and relevant, and technology plays an integral role, supplementing curricular access and helping to improve productivity and communication. From the school's earliest days, student outcomes have demonstrated the positive impact of a concentration on rigor; this charter term will continue to place increased emphasis on academic challenge combined with relevance both within and among courses, thus providing regular opportunities for connecting the curriculum with the outside world.

In its twenty-year history, Pacific Collegiate School has developed a curriculum guided by five organizing principles:

1. Coherent content
2. Integration and coordination within the humanities, especially English and history
3. Integration of the sciences and mathematics
4. International and cross-cultural focus, including the study of world languages
5. Integration of Visual and performing arts

We believe that virtually all students are capable of taking and passing Advanced Placement ("AP") exams if the students are in a climate where that is expected of them, and they are given sufficient support to achieve this goal.

In each field, we want students to be prepared to take and pass AP exams; preparation and study skill development is therefore an essential component of curriculum in earlier grades.

The vertical course alignment at PCS provides for important academic advantages for both less prepared and more prepared students. For students who are less academically ready entering PCS, the curriculum and academic support services are specifically designed to build to success in the high school curriculum and the AP courses. For students who are initially more prepared for the PCS curriculum series, the integration of these grades into one school allows them to begin more challenging coursework prior to entering the high school grades.

Graduation Requirements

<u>PACIFIC COLLEGIATE</u> <u>REQUIREMENTS</u> 220 units, 22 courses (Grades 9-12)	<u>UC a-g REQUIREMENTS</u>
ENGLISH – 4 years (40 credits), including AP English Language or AP English Literature	ENGLISH – 4 years (must be grades 9-12)
MATH – 3 years (30 credits), Algebra 1, 2, and Geometry	MATH – 3 years (Algebra 1+) (4 recommended)
SCIENCE – 3 years (lab science) (30 credits), including at least one lab-based AP science course	SCIENCE – 2 years (lab science)
HISTORY – 3 years (30 credits), including AP U.S. History, AP World History	HISTORY – 2 years
WORLD LANGUAGE – 3 years (30 credits) or through level 3	WORLD LANGUAGE – 2 years
FINE ARTS – 3 years (30 credits)	FINE ARTS – 1 year
ELECTIVES – 3 years (30 credits)	COLLEGE PREP. ELECTIVES – 2 years

A Typical 6-Year Course Sequence (22 courses from grades 9-12 with (*) indicating courses required for graduation)

Subject	HS Graduation Requirements	Grade 7	Grade 8	Grade 9	Grade 10	Grade 11	Grade 12
English	4 years, taken grades 9-12	English 7*	English 8*	English 9*	English 10*	*One of: AP English Lang. or Honors American Lit.	AP English Literature* or Honors American Literature
History	3 years, taken grades 9-12	History 7*	History 8*	History 9*	AP World History*	AP US History*, Rhetoric & Oratory, History Elective	
Science	3 years lab science, taken grades 9-12, including one year each of Biology, Physics, and Chemistry. At least one AP Science course.	Science 7	Science 8	Biology*	Chemistry*	Physics* or AP Physics 1*	One or two of: AP Biology AP Environmental Science AP Physics 1 AP Physics 2 AP Physics C AP Chemistry
Math	3 years of math (including one year each of Alg.I, Alg.II, Geometry)	Pre-Algebra*, Algebra 1, Algebra 2	Algebra I or Algebra 2 or Geometry	Algebra 1, 2*, Geometry*, Honors Pre-Calculus*	Algebra 1*, 2*, Geometry*, Honors Pre-Calculus*, AP Calculus BC	Algebra 2*, Geometry*, Honors Pre-Calculus*, AP Calculus*, AP Statistics*, AP Computer Science*	Geometry*, Honors Pre-Calculus, Honors, AP Computer Science A, AP Calculus BC, AP Statistics, Intro to Engineering, Adv. Computer Science Honors
VPA	3 years of any visual or performing art, taken in grades 9-12*	One of: Perform. Arts 7 Art 1 Music 1	One of: Drama 1 Art 1, 2 Music 1 & 2 Chorus Dance Studies	*One of: Drama 1, 2 Chorus Adv. Choir Art 1, 2, 3 Video Production Dance Studies Graphic & Digital Arts 1 2-D Design Music 1,2,3	*One of: Drama 1,2,3 Chorus, Adv. Choir Dance Studies Art 1, 2, 3 Studio Art Video Production Graphic & Digital Arts 2-D Design Music 1,2,3 AP Music Theory	*One or two of: Drama 1,2,3 Chorus, Adv. Choir Dance Studies Art 1, 2, 3 Studio Art Video Production Graphic & Digital Arts 2-D Design Music 1,2,3 AP Music Theory AP Art History	
World Language	3 years of the same language* (any grade level)	World Language level 1*	World Language level 1*, 2*	World Language level 1*, 2* or 3*	World Language level 1*,2*, 3*, 4 or AP	World Language level 1*,2*, 3*, 4 or AP	World Language level 1,2, 3*, 4 or AP
College-Prep Elective	3 years of electives*	Study Skills - Technology					

*Required Courses of the 220 units required in grades 9-12 for graduation

Bold: Required for UC a-g

Curriculum Integration

PCS emphasizes the integration of academic materials between subject areas, and as such, curricula at the school is both vertically and horizontally aligned. Departments continually work to refine vertical integration of curriculum with respect to both content and skills, and grade levels meet to discuss horizontal alignment on a monthly basis. Syllabi of various courses are planned to be complementary and reinforcing.

The English and History departments at Pacific Collegiate School are fundamentally oriented towards horizontal alignment. Additionally, the Math and Science departments work together weekly to improve students' understanding of related concepts and have integrated topic coverage for optimal timing and preparation. Further, Math history is laddered into many topics for relevance. The Visual and Performing Arts and World Language department teachers regularly collaborate with other departments to afford students an opportunity to connect curriculum across subject areas. For instance, collaborations have occurred between the AP World History course and Spanish 3 as students studied historical figures such as Juan and Eva Peron, and students in Latin are exposed to grammatical terminology that is purposefully aligned with the terminology used in English 7, 8 and 9.

The current course offerings at Pacific Collegiate School are set forth below. Our 2019-20 Master Schedule is included in **Appendix C**.

<u>English</u> English 7, American Literature English 8, Ancient World Literature English 9, Medieval World Literature English 10, Modern World Literature AP English Language AP English Literature American Literature Study Skills & Technology Journalism Rhetoric and Oratory	<u>World Languages</u> Chinese 1, 2, 3, 4/AP French 1, 2, 3, 4 / AP Latin 1, 2, 3, AP Spanish 1, 2, 3, AP
<u>History</u> History 7, U.S. History History 8, Ancient World History History 9, Medieval World History AP World History AP U.S. History AP U.S. Government and Politics & Constitutional Law Ethics & Evil Current Issues	<u>Visual Arts</u> Art 1 Art 2 Art 3 Graphic and Digital Arts Studio Art AP Studio Art AP Art History

<u>Science</u> Seventh Grade Life Science Eighth Grade Physical Science Biology Chemistry Physics or AP Physics 1 AP Biology AP Chemistry AP Physics 1 AP Physics 2 AP Physics C AP Environmental Science	<u>Performing Arts</u> Drama 1 – Beginning Drama 2 – Intermediate Drama 3 – Advanced Video Production Dance Studies
<u>Mathematics</u> Pre-Algebra Algebra 1 Algebra 2 Geometry Pre-Calculus Honors AP Statistics AP Calculus AP Computer Science A Advanced Computer Science Multivariable Calculus Intro to Engineering	<u>Music</u> Music 1 – Beginning Instrumental Music 2 – Intermediate Instrumental Music 3 – Advanced/Symphonic Music 3 – Advanced/Jazz Chorus Advanced Chorus AP Music Theory

Subject Area Discussion

English

Each year, students will read, discuss, and write about works of literature which are thematically linked with their history course, except in 12th grade. Plays will be read aloud and performed as reader's theater, and students will learn to give formal speeches as well as to participate effectively in discussions. The primary writing emphasis is on developing coherent, articulate expository essays. Instruction in grammar is integrated with writing assignments, which are related to the literature being studied. Students write on a variety of topics, and in a number of genres, including poetry, letters, and journals. Compositions are carefully and promptly evaluated, and students learn how to correct and revise their work. Each year, students build academic vocabulary through a supplementary vocabulary program (currently Vocabulary Workshop) which includes preparation for the PSAT and SAT exams. A Shakespearean play linked to the year's focus is studied each year. Focused note-taking, timed-writing, and reading comprehension are included within each course. All English courses are designed to prepare students to take AP English Language in 11th grade and AP English Literature in 12th grade. Honors American Literature may be substituted for one AP English course in either 11th or 12th grade.

History

The History curriculum at Pacific Collegiate School is global in its approach and grounded in a chronological study of human activities from ancient times to the present. Each course comprises a survey of major movements and events, for which a general text serves to provide a structure, combined with in-depth studies of selected problems or areas of interest with the addition of extra readings and documents. In the 7th and 11th grade, U.S. History courses and in the three-year World History sequence in grades 8 through 10, the History program is linked with literature studied in the English program. Class format includes lectures, class discussion, current events, group study activities, role play and debates, and student presentation of work. At each level, students undertake individual research projects as well as numerous smaller writing assignments. Geography, art history, anthropology, current issues and other fields are integrated into the study of history in all periods.

Mathematics

Students are placed in the appropriate math class as part of the enrollment process using an internally-developed diagnostic tool, as well as teacher recommendations and external test performance. At all levels of instruction, there is attention to the following: judicious use of the graphing calculator including elementary programming; familiarity with a library of elementary functions; obtaining solutions analytically, numerically, and graphically; the development of rigorous mathematical exposition and argument; and applications of mathematical concepts in other courses, especially in science.

The mathematics curriculum at Pacific Collegiate School is designed to prepare students to take AP Calculus B/C by 12th grade. The course sequence includes the following: Pre-Algebra, Elementary Algebra, Advanced Algebra, Euclidean Geometry, Pre-Calculus including Trigonometry, AP Calculus BC and Multivariable Calculus. In addition to the canonical pure mathematics path of study, students may choose from the following electives: AP Statistics, AP Computer Science, Advanced Computer Science and Intro to Engineering. The content of each course follows the recommendations of UC and CSU for academic preparation in mathematics, and the Common Core State Standards.

Science

The science curriculum at Pacific Collegiate School prepares students for AP courses and is integrated with the prerequisite mathematics. AP Biology, AP Chemistry, AP Environmental Science and AP Physics 1, 2 and C are regularly offered and typically taken in 11th or 12th grade.

The 7th and 8th grade science courses are designed as an introduction to all of the fundamental sciences. Life science is the main focus for the 7th grade, and chemistry/physics are covered in 8th grade. These courses are meant to introduce students to the basic scientific concepts as well as basic science methodology. Experimental design and field projects are emphasized and independent science fair projects are required by all 7th and 8th grade students. In these two classes students are also given a basic introduction to computer science and electronics.

The high school level Physics, Chemistry, and Biology follow the recommendation of UC and CSU for academic preparation in the natural sciences as well as providing instruction in all required Next Generation Science Standards. Students are required to take at least one lab-based AP science course. Students aiming for careers in STEM fields are encouraged to take multiple

AP science courses.

World Languages

The World language classes at Pacific Collegiate School (with the exception of Latin) are taught primarily in the target language. The curriculum includes developing oral and auditory competence, as well as reading and writing instruction in the target language. The goal for each level of oral instruction at all levels is 90% use of the target language. We encourage students to take four years of one world language, and it is possible to learn two new languages by graduation, if a student so chooses. Cultural activities and presentations, field trips, and guest presentations throughout the year help students to gain an appreciation of the historical and cultural context of their language of study. Our three-year language requirement increases the confidence and fluency of students, and also raises their profile for college admissions. We use a wide array of assessments to evaluate student progress and proficiency in reading, writing, speaking, and listening in the target language.

Our strategy for language offerings is to offer Spanish, one more European language (currently French), one non-European modern language (currently Mandarin), and one classical language (currently Latin). The specific selections may change over time.

Visual and Performing Arts

Pacific Collegiate School recognizes the importance of the visual and performing arts as creative disciplines that embody a wealth of universal ideas, values, emotions and technologies that are integral parts of our civilization. The visual and performing arts program of Pacific Collegiate School is based upon the concept that the arts are an essential component of a complete education and a requirement for cultural literacy. In concert with the international focus of Pacific Collegiate School, the visual and performing arts program incorporates the contributions of diverse cultural traditions across many time periods.

The visual and performing arts program at Pacific Collegiate School encompasses the visual arts, theater arts, music, and dance. Visual arts instruction is offered in a structured sequence of course work that provides experience with the materials and methods of art in both two- and three-dimensional media. Visual arts courses are based around the completion of an exhibition portfolio. This instruction emphasizes the development of perceptual awareness, the acquisition of a visual and verbal vocabulary related to art, approaches to creative problem solving, and the acquisition and practice of skills leading beyond competency to excellence in a wide variety of expressive media.

The visual and performing arts program promotes investigations into cultural and historical contexts of major art movements, the contributions of diverse cultural traditions, and the concept of aesthetics as it relates to fine art. The theater arts program focuses upon both individual and group performance and writing for the theater. It offers an introduction to the history of theater through investigation of the works of leading playwrights and planned theater productions. The music program involves the students in a rich experience of instrumental and vocal performance. An appreciation for our rich musical heritage and the contributions of composers and musicians is fostered. Opportunities for collaboration through ensemble and individual study are promoted in all arts programs at Pacific Collegiate School.

Concurrent Enrollment and Opportunities for Independent Study

The educational marketplace naturally contains many opportunities for students to learn subjects and skills that are not available in our small school environment. To supplement the core required curricular offerings at PCS, students may seek concurrent enrollment at Cabrillo, UCSC, and other postsecondary institutions. Focus projects and Capstone Courses are options for 11th and 12th grade students who want to explore a topic in-depth with the mentorship of a PCS teacher and/or an outside sponsor with prior agreement by PCS administration. These are used to supplement, rather than replace, courses offered at PCS. All independent study coursework will meet the legal requirements of Education Code Section 51745, *et seq.*

Student Attendance

Pacific Collegiate School shall meet or exceed the legally required annual instructional minutes minimum, pursuant to Education Code Section 47612.5(a) and number of school days pursuant to Title 5, California Code of Regulations Section 11960. Students are expected to attend school daily. Absences or tardies must be documented with a valid excuse. (See Instructional Minutes in **Appendix D**, and the Academic Calendar in **Appendix E**).

Plan for Serving Academically Low-Achieving and Socioeconomically Disadvantaged Students

Evaluation of Need

1. In the case of students newly entering PCS, academic support begins prior to enrollment. Shortly after students are admitted, they are offered an opportunity to take a math placement test. The results of the math test give teachers information for placement in Pre-Algebra, Algebra I or Algebra II and to identify student learning needs and potential interventions to support student success. English Language Arts teachers give local diagnostic assessments to identify student learning needs and potential interventions at the beginning of each school year.
2. PCS staff also review students' cumulative files containing standardized test data, and any past history of academic intervention.
3. PCS offers an introductory Base Camp for incoming 7th grade students. This three-day program is designed to orient students to PCS coursework and expectations, while simultaneously providing an opportunity for community building. New students are connected to small groups, peer mentors, and supportive staff prior to coming to PCS. A similar orientation opportunity is provided for new students in grades 8-12.
4. Students are also identified as requiring support throughout the year via teacher observations, as well as during parent/teacher meetings. Grade level team meetings are held monthly to discuss student progress, collaborate on intervention strategies, and to request further support where needed. If a student is observed to be struggling (by either a teacher or parent), the student is recommended for Student Success Team (SST) meeting and interventions and supports are considered for implementation.

STUDENT SUPPORT SERVICES

All PCS students are offered an integrated system of support services that currently includes (through is not limited to) the following components:

- There is a 40-minute tutorial period two days a week in which students can work with teachers and peers on any subject they choose.
- The “Get It Done” seminar enrichment period on Tuesdays is assigned and provides academic / organizational support for specific students when necessary. Other seminar topics offer support in social / emotional skills.
- Peer Tutoring is offered during tutorial, after school or other times arranged by students.
- Teachers are available for support during tutorial and at additional times.
- A library is designated for supervised quiet study during students’ free time and is available from the beginning of the school day until 4:30 p.m.
- Teachers meet regularly in grade level teams on student case management in order to quickly identify students in need of assistance, based on grades, test scores, attendance, social/emotional, and/or other issues (e.g., behavior, environment, etc.).
- Student Support Team (“SST”) meets weekly to review information on students of concern and to organize support for students where appropriate, often leading to involvement of parents. Collaboration with other agencies in the community is sought when appropriate and necessary in order to support the student at school.
- When disability is suspected, students are referred for special education evaluation, in coordination with school psychologist and North Santa Cruz Special Education Local Plan Area (SELPA).

See **Appendix F** for more information on Student Support Systems and a flow chart.

REPORTING AND MONITORING

Pacific Collegiate School encourages teachers and parents to communicate freely and regularly regarding their student’s academic experience. A student’s early struggles are often noted first in an informal email from teacher to parent (or the reverse). When a potentially negative pattern begins to appear – for example, a declining grade curve or a marking period grade of ‘C’ – a teacher will communicate academic concerns with the Grade Level team and Academic Support Specialist. This generates further communication to the student’s parents, reinforcing the early intervention that can help ensure that a student “will develop the necessary skills to succeed at PCS.” Recommendations for support services such as peer tutoring or an assigned tutorial may be made, based on (1) low test grades, (2) difficulty in completing assignments on time, (3) struggling with academic content, particularly prerequisite knowledge, (4) other areas of concern.

This pattern of home-school partnership and communication is central to the PCS approach, as we have found improvement is more likely when the key adults in a student’s life are united in

the messages and support with which the student is provided.

If, despite proactive efforts on the part of the student, the teacher, and the parents, the pattern of low achievement persists, the Student Support Team may recommend a Student Study Team Review. Such a review would consider and investigate academic, emotional, behavioral, and attendance concerns, as well as any record of intervention strategies that were attempted (and the resultant outcomes). Optimally, the result of such a study would be a more effective course of action and intervention that is embraced by all parties and pursued by mutual agreement. On occasion, however, the study could also lead to a Referral for Individual Assessment (North Santa Cruz Special Education Local Plan Area), with the possibility that the student could, if so assessed, benefit from Pacific Collegiate School's Special Education program.

In summary, Pacific Collegiate School's response to academically under-performing students is one of steady attention and regular escalation of response, as needed. As our belief is that all students can succeed with adequate support, our efforts throughout the process aim to determine just what the proper level of support may be to ensure student success.

Social Promotion and Accountability

Social promotion, which is defined as pushing forward a pupil who is already failing because it would be embarrassing to repeat a year, is widely recognized to be a public policy failure which does not serve the student, the other pupils, or society as a whole. Pacific Collegiate School maintains academic accountability for all, and students who fail required classes must repeat them.

Every reasonable effort will be made to identify and assist struggling students before they have to repeat a course. This includes the use of a variety of academic and behavioral supports, as outlined above, as well as those determined necessary by SST. Pacific Collegiate School also works with North Santa Cruz SELPA to provide the accommodations, modifications, and support services determined necessary by students' IEP and 504 plans.

Plan for Serving Academically High-Achieving Students

The PCS curriculum and academic program are, among other objectives, directly meant to support, encourage, and sustain high achievement. As such, specific attention to academically high-achieving students – as an issue to be addressed and of itself – is infrequent. However, while all students at PCS have open access to our Advanced Placement courses, those who are especially high-achieving can access, in addition:

- Advanced classes in each subject
- Articulated enrollment with Cabrillo, UCSC, and other post-secondary instruction.
- A full range of academically enriching clubs and activities.
- The opportunity for independent work/research and/or graded Focus Projects or Capstone Projects with a faculty advisor.

Grade level teams may also discuss the acceleration or enrichment needs of high-achieving students, and develop individualized plans to support their academic needs.

Plan for Serving English Learners

Pacific Collegiate School meets all applicable legal requirements for English Learners (“EL”) , including long-term English Learners or English Learners at risk of becoming long-term English Learners, as pertain to annual notification to parents, student identification, placement, program options, EL and core content instruction, teacher qualifications and training, reclassification to fluent English proficient status, monitoring and evaluating program effectiveness, and standardized testing requirements. Pacific Collegiate School maintains and implements policies to assure proper placement, evaluation, and communication regarding ELs and the rights of students and parents, which are available upon request. PCS employs an ELL Instructional Assistant to specifically support the academic and language development needs of English Learners at PCS.

Home Language Survey

Pacific Collegiate School administers the appropriate home language survey upon a student’s initial enrollment into Pacific Collegiate School (on enrollment forms).

ELPAC Testing

All students who indicate that their home language is other than English will be tested with the English Language Proficiency Assessments for California (“ELPAC”). The ELPAC has four proficiency levels (Level 4: well developed; Level 3: moderately developed; Level 2: somewhat developed; and Level 1: minimally developed) and is aligned with the 2012 California ELD Standards.

The ELPAC consists of two separate assessments:

- Initial Assessment (“IA”)
The ELPAC IA is used to identify students as either an English Learner, or as fluent in English. The IA is administered only once during a student’s time in the California public school system based upon the results of the home language survey. The locally scored IA will be the official score. The IA is given to students in grades TK–12 whose primary language is not English to determine their English proficiency status.
- Summative Assessment (“SA”)
ELs will take the SA every year until they are reclassified as fluent English proficient. The ELPAC SA is only given to students who have previously been identified as an EL based upon the IA results, in order to measure how well they are progressing with English development in each of the four domains. The results are used as one of four criteria to determine if the student is ready to be reclassified as fluent English proficient, to help inform proper educational placement, and to report progress for accountability.

Both the ELPAC SA and IA are paper–pencil assessments administered in seven grade spans—K, 1, 2, 3–5, 6–8, 9–10, and 11–12. In kindergarten and grade 1, all domains are administered individually. In grades 2–12, the test is administered in groups, exclusive of speaking, which is administered individually.

Testing times will vary depending upon the grade level, domain, and individual student. Both the ELPAC IA and SA are given in two separate testing windows through the school year.

The IA testing window will be year-round (July 1–June 30). Any student whose primary

language is other than English as determined by the home language survey and who has not previously been identified as an English Learner by a California public school or for whom there is no record of results from an administration of an English language proficiency test, shall be assessed for English language proficiency within 30 calendar days after the date of first enrollment in a California public school, or within 60 calendar days before the date of first enrollment, but not before July 1 of that school year.

The SA testing window will be a four-month window after January 1 (February 1–May 31). The English language proficiency of all currently enrolled English Learners shall be assessed by administering the test during the annual assessment window.

Pacific Collegiate School notifies all parents of its responsibility for ELPAC testing and of ELPAC results within thirty days of receiving results. The ELPAC shall be used to fulfill the State and Federal requirements for annual English proficiency testing.

Services

Individual Learning Plans (ILPs) are written and implemented as necessary to support English Learners. Our goal is for students to ultimately test out of ELD and to engage the PCS academic program in an all-English classroom environment.

Services for English Learners include:

- ELPAC testing to identify language status and needs
- Pull out sessions for extra language and academic support
- Paraphrasing and accommodated assignments and resources as needed
- Access the menu of services listed for any struggling student
- Other services as needed
- CLAD certified (or the CTC equivalent) and SDAIE trained staff among the faculty have the capacity and resources to accommodate individual needs
- BCLAD certified EL Instructional Assistant is available to directly support students and confer with teachers regarding appropriate instructional strategies, materials, and supports to meet the needs of English Learners and those students recently reclassified as Fluent English Proficient

Reclassification Procedures

Reclassification procedures utilize multiple criteria in determining whether to classify a pupil as proficient in English including, but not limited to, all of the following:

- Assessment of language proficiency using an objective assessment instrument including, but not limited to, the ELPAC
- Participation of the pupil's classroom teachers and any other certificated staff with direct responsibility for teaching or placement decisions of the pupil to evaluate the pupil's curriculum mastery

- Parental opinion and consultation, achieved through notice to parents or guardians of the language reclassification and placement including a description of the reclassification process and the parents' opportunity to participate, and encouragement of the participation of parents or guardians in the reclassification procedure including seeking their opinion and consultation during the reclassification process
- Comparison of the pupil's performance in basic skills against an empirically established range of performance in basic skills based upon the performance of English proficient pupils of the same age that demonstrate to others that the pupil is sufficiently proficient in English to participate effectively in a curriculum designed for pupils of the same age whose native language is English

Monitoring and Evaluation of Program Effectiveness

Pacific Collegiate School evaluates the effectiveness of its education program for ELs by:

- Adhering to Charter School-adopted academic benchmarks by language proficiency level and years in program to determine annual progress
- Monitoring teacher qualifications and the use of appropriate instructional strategies based on program design
- Monitoring student identification and placement
- Monitoring parental program choice options
- Monitoring availability of adequate resources

Plan for Serving Students with Disabilities

Overview

Pursuant to Education Code Section 47641(a), Pacific Collegiate Charter operates as its own Local Education Agency (LEA) member of the North Santa Cruz County Special Education Local Plan Area (NSCC SELPA), which is a consortium of 11 school districts and the Santa Cruz County Office of Education. The administration and coordination of special education and regionalized services of the LEAs follows the NSCC SELPA Policies and Procedures in accordance with applicable state and federal laws.

Pacific Collegiate School complies with all applicable state and federal laws in serving students with disabilities, including, but not limited to, Section 504 of the Rehabilitation Act ("Section 504"), the Americans with Disabilities Act ("ADA") and the Individuals with Disabilities Education Improvement Act ("IDEA").

Pacific Collegiate School shall be solely responsible for its compliance with Section 504 and the ADA. The facilities utilized by Pacific Collegiate School shall be accessible for all students with disabilities.

Services for Students under the “IDEA”

The following description regarding how special education and related services are provided and funded is included in this charter for the sole purpose of providing a reasonably comprehensive description of the special education program, and is not binding on the County. The specific manner in which special education and related services are provided and funded is set forth in a Memorandum of Understanding (“MOU”), delineating the respective responsibilities of the Charter School and the SELPA. A copy of the MOU is available upon request.

Pacific Collegiate School intends to provide special education instruction and related services in accordance with the IDEA, Education Code requirements, and applicable policies and practices of the SELPA.

Pacific Collegiate School provides services for special education students enrolled in the school. Pacific Collegiate School follows SELPA policies and procedures, and utilizes SELPA forms in seeking out and identifying and serving students who may qualify for special education programs and services and for responding to record requests and parent complaints, and maintaining the confidentiality of pupil records.

Pacific Collegiate School agrees to promptly respond to SELPA inquiries, to comply with reasonable SELPA directives, and to allow the SELPA access to Pacific Collegiate School students, staff, facilities, equipment and records as required or imposed by law.

Student Review Process

In formalizing the student review process and monitoring overall progress, PCS has implemented a Student Study Team process. In such meetings, parents, teachers, students, and specialists discuss relevant histories (i.e.: medical, academic, behavioral, social), current concerns, strengths, and weaknesses of the student, and then develop a remedial plan for addressing the needs expressed. Follow-up review dates are then assigned in monitoring the student’s progress. If the regular education resources have been exhausted and the corrective actions taken have not resulted in significant change for the student, a referral can then be made to the Special Education Department for a complete multi-disciplinary psycho-educational assessment upon receiving parental consent for assessment.

The Charter School will implement SELPA policies and procedures to ensure timely identification and referral of students who have, or may have, such exceptional needs.

Identification Procedures/ Placement/Services

Once a referral for possible Special Education services is made to the Head of School and/or the Special Education Coordinator, prescribed timelines, policies and procedures are followed in moving through the 60-day process from referral to assessment to the initial IEP meeting. In the initial stages, a Comprehensive Assessment Battery is developed by the IEP Team based of the concerns expressed within the referral and administered after the parent gives written consent. An IEP Meeting is then held wherein State/Federal Special Education Eligibility Criteria are applied to the assessment results in determining if the student qualifies for services. If the student is found eligible for services, IEP Team members review and discuss assessment results as related to present academic/behavioral levels of performance, and create measurable goals and objectives in designing an IEP with service(s) recommendations. Once written consent is

obtained by the parents, Special Education program placement can occur and services can be delivered. The student's measurable goals and objectives are periodically/systematically evaluated 4 times per year as a means of assessing the student's progress. In coordinating Special and General Education programs and instruction for the identified student, a Student Profile Sheet is developed and disseminated to the student's regular teachers, which outlines the nature of the student's disability, how it manifests, the required instructional strategies and accommodations to be implemented, testing accommodations, and projected IEP meeting dates, consistent with laws governing student confidentiality. Each year, an Annual IEP is completed, and present levels of performance and goals and objectives are updated. Every three years, a re-assessment of the student's defined needs is conducted to re-establish the eligibility and need for continued service.

Should the student qualify as a student with a low incidence disability (i.e.: visual, hearing, physical impairment), PCS has accessibility to Regionalized Programs within NSCC SELPA in securing low incidence services for the student. In summary, special education programs, services and placements are provided to all eligible PCS students in accordance with the policies, procedures and requirements of the North Santa Cruz County SELPA and State and Federal law.

PCS is responsible for the hiring or contracting, and training, as needed, qualified individuals or companies necessary to provide special education services to students, including, but not limited to the following positions, special education coordinator, psychologist, resource specialist, speech and language therapist, and vocational specialist.

It is understood and agreed that all students will have access to PCS and no student shall be denied admission due to the nature, extent, or severity of his/her disability or due to the student's request for, or actual need for special education services. All students are instructed in a safe environment.

Staffing

All special education services at Pacific Collegiate School are delivered by individuals or agencies qualified to provide special education services as required by the California Education Code and the IDEA. Pacific Collegiate School staff shall participate in SELPA in-service training relating to special education.

Pacific Collegiate School is responsible for the hiring, training, and employment of site staff necessary to provide special education services to its students, including, without limitation, special education teachers, paraprofessionals, and resource specialists. Pacific Collegiate School ensures that all special education staff hired or contracted by Pacific Collegiate School is qualified pursuant to SELPA policies, as well as meet all legal requirements. Pacific Collegiate School is responsible for the hiring, training, and employment of itinerant staff necessary to provide special education services to Pacific Collegiate School students, including, without limitation, speech therapists, occupational therapists, behavioral therapists, and psychologists.

Notification and Coordination

Pacific Collegiate School follows SELPA policies as they apply to all SELPA schools for responding to implementation of special education services. Pacific Collegiate School implements policies relating to all special education issues and referrals.

Identification and Referral

Pacific Collegiate School has the responsibility to identify, refer, and work cooperatively in locating Pacific Collegiate School students who have or may have exceptional needs that qualify them to receive special education services. Pacific Collegiate School implements SELPA policies and procedures to ensure timely identification and referral of students who have, or may have, such exceptional needs. A pupil shall be referred for special education only after the resources of the regular education program have been considered, and where appropriate, utilized.

Pacific Collegiate School follows SELPA child-find procedures to identify all students who may require assessment to consider special education eligibility and special education and related services in the case that general education interventions do not provide a free appropriate public education to the student in question.

Assessments

The term “assessments” shall have the same meaning as the term “evaluation” in the IDEA, as provided in Section 1414, Title 20 of the United States Code. Pacific Collegiate School determines what assessments, if any, are necessary and arrange for such assessments for referred or eligible students in accordance with applicable law. Pacific Collegiate School shall obtain parent/guardian consent to assess Pacific Collegiate School students.

IEP Meetings

Pacific Collegiate School shall arrange and notice the necessary IEP meetings. IEP team membership shall follow state and federal law. Pacific Collegiate School shall be responsible for having the following individuals in attendance at the IEP meetings: the Head of School and/or the Pacific Collegiate School designated representative with appropriate administrative authority as required by the IDEA; the student’s special education teacher; the student’s general education teacher if the student is or may be in a regular education classroom; the student, if appropriate; and other Pacific Collegiate School representatives who are knowledgeable about the regular education program at Pacific Collegiate School and/or about the student. Pacific Collegiate School shall arrange for the attendance or participation of all other necessary staff that may include, but are not limited to, an appropriate administrator to comply with the requirements of the IDEA, a speech therapist, psychologist, resource specialist, and behavior specialist; and shall document the IEP meeting and provide notice of parental rights.

IEP Development

Pacific Collegiate School understands that the decisions regarding eligibility, goals/objectives, program, services, placement, and exit from special education shall be the decision of the IEP team, pursuant to the IEP process. Programs, services and placements shall be provided to all eligible Pacific Collegiate School students in accordance with the policies, procedures and requirements of the SELPA and State and Federal law.

IEP Implementation

Pacific Collegiate School is responsible for all school site implementation of the IEP. As part of this responsibility, Pacific Collegiate School provides parents with timely reports on the student’s progress as provided in the student’s IEP at least as frequently as report cards are provided for the Pacific Collegiate School’s non-special education students. Pacific Collegiate

School shall also provide all home-school coordination and information exchange. Pacific Collegiate School shall also be responsible for providing all curriculum, classroom materials, classroom modifications, and assistive technology.

Interim and Initial Placements of New Charter School Students

Pacific Collegiate School shall comply with Education Code Section 56325 with regard to students transferring into Pacific Collegiate School within the academic school year. In accordance with Education Code Section 56325(a)(1), for students who enroll in Pacific Collegiate School from another school district within the State, but outside of the SELPA with a current IEP within the same academic year, Pacific Collegiate School shall provide the pupil with a free appropriate public education, including services comparable to those described in the previously approved IEP, in consultation with the parent, for a period not to exceed thirty (30) days, by which time Pacific Collegiate School shall adopt the previously approved IEP or shall develop, adopt, and implement a new IEP that is consistent with federal and state law.

In accordance with Education Code Section 56325(a)(2), in the case of an individual with exceptional needs who has an IEP and transfers into Pacific Collegiate School from a district operated program under the same special education local plan area of Pacific Collegiate School within the same academic year, Pacific Collegiate School shall continue, without delay, to provide services comparable to those described in the existing approved IEP, unless the parent and Pacific Collegiate School agree to develop, adopt, and implement a new IEP that is consistent with federal and state law.

For students transferring to Pacific Collegiate School with an IEP from outside of California during the same academic year, Pacific Collegiate School shall provide the pupil with a free appropriate public education, including services comparable to those described in the previously approved IEP in consultation with the parents, until Pacific Collegiate School conducts an assessment pursuant to paragraph (1) of subsection (a) of Section 1414 of Title 20 of the United States Code, if determined to be necessary by Pacific Collegiate School, and develops a new IEP, if appropriate that is consistent with federal and state law.

Non-Public Placements/Non-Public Agencies

Pacific Collegiate School is solely responsible for selecting, contracting with, and overseeing all non-public schools and non-public agencies used to serve special education students.

Non-discrimination

It is understood and agreed that all children will have access to Pacific Collegiate School and no student shall be denied admission nor counseled out of Pacific Collegiate School due to the nature, extent, or severity of his/her disability or due to the student's request for, or actual need for special education services.

Due Process Hearings

Pacific Collegiate School may initiate a due process hearing or request for mediation with respect to a student enrolled in Pacific Collegiate School if it determines such action is legally necessary or advisable. In the event that the parents/guardians file for a due process hearing, or request mediation, Pacific Collegiate School shall defend the case.

SELPA Representation

Pacific Collegiate School represents itself at all SELPA meetings.

Funding

Pacific Collegiate receives state and federal special education funding in accordance with the NSCC SELPA allocation plan and is responsible for any encroachment upon its general fund.

Parent/Guardian Concerns and Complaints

Pacific Collegiate School adopts and implements policies for responding to parental concerns or complaints related to special education services. Pacific Collegiate School shall receive any concerns raised by parents/guardians regarding related services and rights.

Pacific Collegiate School's designated representative shall investigate as necessary, respond to, and address the parent/guardian concern or complaint.

Section 504 of the Rehabilitation Act

Pacific Collegiate School recognizes its legal responsibility to ensure that no qualified person with a disability shall, on the basis of disability, be excluded from participation, be denied the benefits of, or otherwise be subjected to discrimination under any program of Pacific Collegiate School. A student who has a physical or mental impairment that substantially limits one or more major life activities, has a record of such an impairment, or is regarded as having such an impairment, is eligible for protections under Section 504.

A "504 team" will be assembled by the Head of School and shall include the parent/guardian, the student (where appropriate) and other qualified persons knowledgeable about the student, the meaning of the evaluation data, placement options, and accommodations. The 504 team will review the student's existing records; including academic, social and behavioral records, and is responsible for making a determination as to whether an evaluation for Section 504 services is appropriate. If the student has already been evaluated under the IDEA but found ineligible for special education instruction or related services under the IDEA, those evaluations may be used to help determine eligibility under Section 504. The student evaluation shall be carried out by the 504 team, which will evaluate the nature of the student's disability and the impact upon the student's education. This evaluation will include consideration of any behaviors that interfere with regular participation in the educational program and/or activities. The 504 team may also consider the following information in its evaluation:

- Tests and other evaluation materials that have been validated for the specific purpose for which they are used and are administered by trained personnel.
- Tests and other evaluation materials, including those tailored to assess specific areas of educational need, and not merely those which are designed to provide a single general intelligence quotient.
- Tests are selected and administered to ensure that when a test is administered to a student with impaired sensory, manual or speaking skills, the test results accurately reflect the student's aptitude or achievement level, or whatever factor the test purports to measure, rather than reflecting the student's impaired sensory, manual or speaking skills.

The final determination of whether or not the student will be identified as a person with a disability is made by the 504 team in writing and notice is given in writing to the parent or guardian of the student in their primary language along with notice of the procedural safeguards available to them. If the 504 team obtains information during the evaluation indicating possible eligibility of the student for special education per the IDEA, a referral for assessment under the IDEA will be made by the 504 team.

If the student is found by the 504 team to have a disability under Section 504, the 504 team shall be responsible for determining what accommodations or services, if any, are needed to ensure that the student receives a free and appropriate public education (“FAPE”). In developing the 504 Plan, the 504 team shall consider all relevant information utilized during the evaluation of the student, drawing upon a variety of sources, including, but not limited to, assessments conducted by the Pacific Collegiate School’s professional staff.

The 504 Plan shall describe the Section 504 disability and any program accommodations, modifications or services that may be necessary.

All 504 team participants, parents, guardians, teachers and any other participants in the student’s education, including substitutes and tutors, must have a copy of each student’s 504 Plan. The site administrator will ensure that teachers include 504 Plans with lesson plans for short-term substitutes and that he/she review the 504 Plan with a long-term substitute. A copy of the 504 Plan shall be maintained in the student’s file. Each student’s 504 Plan will be reviewed at least once per year to determine the appropriateness of the Plan, needed modifications to the plan, and continued eligibility.

ELEMENT B: MEASURABLE PUPIL OUTCOMES

***Governing Law:** The measurable pupil outcomes identified for use by the charter school. "Pupil outcomes," for purposes of this part, means the extent to which all pupils of the charter school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the charter school's educational program. Pupil outcomes shall include outcomes that address increases in pupil academic achievement both schoolwide and for all groups of pupils served by the charter school, as that term is defined in subparagraph (B) of paragraph (3) of subdivision (a) of Section 47607. The pupil outcomes shall align with state priorities, as described in paragraphs (2) to (8), inclusive, of subdivision (d) of Section 52060, that apply for the grade levels served by the charter school. Education Code Section 47605(b)(5)(B).*

Pacific Collegiate School's schoolwide and student outcomes, as described below, are aligned with the mission, curriculum, and assessment design of the school. The Pacific Collegiate School educational program is designed to help all students achieve a high level of academic success and be prepared for entry into the finest colleges and universities. Students must demonstrate core academic and lifelong learning skills, which have been developed to align with the state standards.

Pacific Collegiate School has clearly defined schoolwide and student outcome goals in compliance with Education Code sections 47605(b)(5)(B) and 52060(d). The following table delineates Pacific Collegiate School's measurable outcomes that align with the State Priorities and Pacific Collegiate School's goals and actions to achieve the State Priorities, as identified in Element A of this charter, which may need to be modified over time.

PACIFIC COLLEGIATE SCHOOL OUTCOMES THAT ALIGN WITH THE STATE PRIORITIES	
<p>Pursuant to Education Code Section 47605(b)(5)(B), following is a table describing the Charter School's outcomes that align with the state priorities and the Charter School's goals and actions to achieve the state priorities, as identified in Element 1 of the charter.</p> <p>The LCAP and any revisions necessary to implement the LCAP, including outcomes and methods of measurement listed below, shall not be considered a material revision to the charter, and shall be maintained by the Charter School at the school site.</p>	
STATE PRIORITY #1— BASIC SERVICES	
<p><i>The degree to which teachers are appropriately assigned (E.C. §44258.9) and fully credentialed, and every pupil has sufficient access to standards-aligned instructional materials (E.C. § 60119), and school facilities are maintained in good repair (E.C. §17002(d))</i></p>	
SUBPRIORITY A – TEACHERS	
GOAL TO ACHIEVE SUBPRIORITY	100% of teachers will hold a valid CA Teaching Credential, or be in progress toward credential aligned to their teaching assignment.
ACTIONS TO ACHIEVE GOAL	Support and provide guidance for teachers on Provisional Internship Permits and Short-term Staff Permits to enter credential programs in a timely fashion. Support teachers with a Preliminary Credential via induction program. Teachers will have opportunity to participate in release days to support ongoing learning.

MEASURABLE OUTCOME	100% of teachers will be credentialed or in progress of finishing credential programs. Faculty Dean and Senior Business Administrator will maintain ongoing records of credential status and update annually.
BASELINE PERFORMANCE LEVEL	During the 2018-2019 school year, 95% of teachers held valid CA Teaching Credentials (intern, preliminary or clear).
METHODS OF MEASUREMENT	Initial and Annual verification of credentials as reported by CTC.
SUBPRIORITY B – INSTRUCTIONAL MATERIALS	
GOAL TO ACHIEVE SUBPRIORITY	100% of students, including first-to-college, Hispanic/Latino, and all other subgroups, will have access to standards-aligned materials and additional instructional materials. All students and student subgroups will have equitable access to curriculum, including AP courses.
ACTIONS TO ACHIEVE GOAL	All instructional materials purchased will be aligned to CA Common Core State Standards and aligned with our charter petition. Continue to provide all students to access to AP courses and curriculum.
MEASURABLE OUTCOME	100% of pupils will have access to standards-aligned materials and additional instructional materials as outlined in our charter petition.
BASELINE PERFORMANCE LEVEL	Over the past five years, 100% of pupils have had access to standards-aligned materials.
METHODS OF MEASUREMENT	Department Chairs and teachers review all instructional materials before purchase pursuant to E.C. § 60119.
SUBPRIORITY C – FACILITIES	
GOAL TO ACHIEVE SUBPRIORITY	Maintain school facilities in good repair to ensure the safety of all students. Maintain a facilities inspection rating of over 90%.
ACTIONS TO ACHIEVE GOAL	Daily general cleaning by custodial staff and partnership with Parent Volunteer Association to conduct monthly campus beautification/work days. Monthly and annual reviews of various facility requirements. Meet all school safety standards and perform annually required drills and safety inspections.
MEASURABLE OUTCOME	90% or higher score on Facility Inspection.
BASELINE PERFORMANCE LEVEL	2016 Facility Inspection score of 90%. All items noted for required correction have been corrected.
METHODS OF MEASUREMENT	Facility Inspection as reported in SARC.
<u>STATE PRIORITY #2— IMPLEMENTATION OF COMMON CORE STATE STANDARDS</u> <i>Implementation of Common Core State Standards, including how EL students will be enabled to gain academic content knowledge and English language proficiency</i>	

SUBPRIORITY A – CCSS IMPLEMENTATION	
GOAL TO ACHIEVE SUBPRIORITY	All teachers of core classes will align curriculum to the CCSS.
ACTIONS TO ACHIEVE GOAL	Release/extra time will be provided to departments to develop and align curriculum and attend training related to CCSS.
MEASURABLE OUTCOME	Curriculum in core classes will be aligned to CCSS.
BASELINE PERFORMANCE LEVEL	Since 2013, PCS departments have aligned curricula to the CCSS. The Science Department is currently (2018-2019) in process of aligning course sequence and curriculum to Next Generation Science Standards (NGSS).
METHODS OF MEASUREMENT	Departments have created documents demonstrating CCSS curriculum alignment.
SUBPRIORITY B – EL STUDENTS & ACADEMIC CONTENT KNOWLEDGE	
GOAL TO ACHIEVE SUBPRIORITY	100% of EL students will gain academic content knowledge through the implementation of CCSS.
ACTIONS TO ACHIEVE GOAL	EL students will participate in mainstream ELA/Literacy instruction; additional support will be provided by designated staff (ELL Instructional Assistant and Academic Support Specialist).
MEASURABLE OUTCOME	Annually, 100% of EL students will gain academic content knowledge through the implementation of the CCSS.
BASELINE PERFORMANCE LEVEL	Baseline data to be collected during the 2019-20 school year.
METHODS OF MEASUREMENT	EL performance on CAASPP, ELPAC, teacher assessment (including semester grades).
SUBPRIORITY C – EL STUDENTS & ENGLISH LANGUAGE PROFICIENCY	
GOAL TO ACHIEVE SUBPRIORITY	100% of EL students will gain English Language proficiency. 100% of Reclassified Fluent English Proficient students will receive ongoing academic support to ensure academic success for at least four years after reclassification.
ACTIONS TO ACHIEVE GOAL	EL students will receive additional targeted language instruction in alignment with California ELA/ELD Framework until they achieve fluency.
MEASURABLE OUTCOME	100% EL students will reach English language proficiency within four years of initial classification as English learner through the implementation of the CCSS and additional targeted instruction in vocabulary, writing and reading.
BASELINE PERFORMANCE LEVEL	In 2018-2019, there were no EL students at PCS; all 6 students assessed were designated IFEP. In 2019-2020, PCS has 3 EL students.
METHODS OF MEASUREMENT	Student performance on ELPAC Assessment and CAASPP.

STATE PRIORITY #3— PARENTAL INVOLVEMENT

Parental involvement and family engagement, including efforts the Charter School makes to seek parent input in making decisions for the Charter School, and including how the Charter School will promote parental participation in programs for unduplicated pupils and individuals with exceptional needs.

SUBPRIORITY A – ACHIEVING/MAINTAINING PARENTAL INVOLVEMENT

GOAL TO ACHIEVE SUBPRIORITY	Maintain parent representation on the Charter School Governing Board, committees and working groups, including representation of parents/guardians of students who are first-to-college, Hispanic/Latino, and/or any other subgroups.
ACTIONS TO ACHIEVE GOAL	The Governing Board has a general policy of interviewing all interested parent directors. The Governing Board has a strong continuing track record of parent representation. School will recruit parent/guardian representation through school communications, maintain regular meeting schedules, and intentionally seek representatives from parents/guardians of students who are first-to-college, Hispanic/Latino, and/or any other subgroups.
MEASURABLE OUTCOME	Annually, the Governing Board will have, at minimum, two parent members.
BASELINE PERFORMANCE LEVEL	Historically, at least two parents have always served as Parent Members on the Governing Board.
METHODS OF MEASUREMENT	Governing Board meeting agendas.

SUBPRIORITY B – PROMOTING PARENT PARTICIPATION

GOAL TO ACHIEVE SUBPRIORITY	Increase parental volunteerism, attendance at parent and community events, and provide input to school.
ACTIONS TO ACHIEVE GOAL	Parent surveys, rosters and attendance records for PVA and other school committees, participation in PVA sponsored Parent Education and Grade Level events, monthly campus work days, annual welcome back BBQ, tracking of parent volunteer hours.
MEASURABLE OUTCOME	75% of families reporting volunteer hours, 60% of parents completing annual survey.
BASELINE PERFORMANCE LEVEL	During the 2018-2019 school year, 64% of families reported volunteer hours. A total of 5,256 hours were officially logged.
METHODS OF MEASUREMENT	Membership Toolkit software tracking parent volunteer hours, parent survey results, attendance at parent education and grade level events, and PVA and other committee meeting attendance/minutes.

STATE PRIORITY #4— STUDENT ACHIEVEMENT

Pupil achievement, as measured by all of the following, as applicable:

- A. California Assessment of Student Performance and Progress statewide assessment*
- B. Percentage of pupils who have successfully completed courses that satisfy UC/CSU*

<p><i>entrance requirements, or career technical education</i></p> <p><i>C. Percentage of ELs who make progress toward English language proficiency as measured by the English Language Proficiency Assessments for California</i></p> <p><i>D. EL reclassification rate</i></p> <p><i>E. Percentage of pupils who have passed an AP exam with a score of 3 or higher</i></p> <p><i>F. Percentage of pupils who participate in and demonstrate college preparedness pursuant to the Early Assessment Program (E.C. §99300 et seq.) or any subsequent assessment of college preparedness</i></p>	
SUBPRIORITY A – CAASPP: ELA/LITERACY AND MATHEMATICS	
GOAL TO ACHIEVE SUBPRIORITY	75% of students at every applicable grade level, including all student subgroups, score proficient or higher on the CAASPP statewide assessment in the areas of English Language Arts/Literacy and Mathematics. First to college students and Hispanic/Latino students will perform comparably to general student population.
ACTIONS TO ACHIEVE GOAL	Classroom instruction and environment conducive to student learning of CCSS aligned curriculum. Appropriate and meaningful use of instructional technology to enhance student learning. Focused FTC academic support including tutoring, parent education, peer-to-peer network, academic support team.
MEASURABLE OUTCOME	Annually, have at least 95% of students participate in the CAASPP statewide assessments; at least 75% of students at every applicable grade level, including all student subgroups, score proficient or higher on the CAASPP statewide assessment in the areas of English Language Arts/Literacy and Mathematics.
BASELINE PERFORMANCE LEVEL	In 2018, 86.15% of students in applicable grades, scored proficient or higher on the CAASPP for English Language Arts. 77.07% of students in applicable grades, scored proficient or higher on the CAASPP for Mathematics.
METHODS OF MEASUREMENT	Annual results of CAASPP.
SUBPRIORITY B – UC/CSU COURSE REQUIREMENTS	
GOAL TO ACHIEVE SUBPRIORITY	100% of PCS graduates, including all student subgroups, will satisfy the UC/CSU course requirements.
ACTIONS TO ACHIEVE GOAL	Graduation requirements meet or exceed UC/CSU A-G requirements. Counselors will meet with students regularly to review transcripts and plan coursework.
MEASURABLE OUTCOME	100% of PCS graduates, including all student subgroups, will satisfy the UC/CSU A-G requirements.
BASELINE PERFORMANCE LEVEL	In 2019, 100% of PCS graduates satisfied the UC/CSU A-G course requirements.
METHODS OF MEASUREMENT	Analysis of transcripts of PCS graduates.

SUBPRIORITY C – EL PROFICIENCY RATES	
GOAL TO ACHIEVE SUBPRIORITY	100% EL students will advance at least one performance level per the ELPAC each academic year.
ACTIONS TO ACHIEVE GOAL	EL students will receive in-class instructional support which includes 1:1 teacher support, 1:1 teacher assistant support, small group work, usage of SDAIE and ELD instructional strategies.
MEASURABLE OUTCOME	100% of EL students will advance at least one performance level per the ELPAC each academic year
BASELINE PERFORMANCE LEVEL	In 2018-19, 6 students were assessed on the Summative ELPAC; all students scored in the Initial Fluent English Proficient (IFEP) performance level. No further assessment necessary for these students.
METHODS OF MEASUREMENT	ELPAC Score Reports; EL Reclassification documentation maintained by ELPAC Coordinator/EL Instructional Assistant.
SUBPRIORITY D – EL RECLASSIFICATION RATES	
GOAL TO ACHIEVE SUBPRIORITY	EL students will be reclassified as Fluent English Proficient and perform at grade level on the CAASPP statewide assessment.
ACTIONS TO ACHIEVE GOAL	100% EL students will receive in-class instructional support which includes 1:1 teacher support, 1:1 teacher assistant support, small group work, usage of SDAIE and ELD instructional strategies.
MEASURABLE OUTCOME	EL students will be reclassified as Fluent English Proficient and perform at grade level on the CAASPP statewide assessment.
BASELINE PERFORMANCE LEVEL	During 2018-19, PCS had 0 EL students. During 2019-20, PCS has 3 EL students and 14 RFEP students, 4 of whom are still in the 4 year post-reclassification monitoring window. The 3 EL students will be given the Summative ELPAC in spring 2020 to assess their progress toward reclassification.
METHODS OF MEASUREMENT	Analysis and review of ELPAC results, and CAASPP statewide assessment scores
SUBPRIORITY E – AP EXAM PASSAGE RATE	
GOAL TO ACHIEVE SUBPRIORITY	75% of AP Exams taken by PCS students will earn a score of 3, 4 or 5, including first-to-college, Hispanic/Latino, and all other subgroups.
ACTIONS TO ACHIEVE GOAL	PCS will provide well qualified teachers for all AP Classes and will provide support and training opportunities for these teachers, including best practices for supporting diverse students' needs.
MEASURABLE OUTCOME	Annually, 75% of AP Exams taken by PCS students will earn a score of 3, 4 or 5, including first-to-college, Hispanic/Latino, and all other subgroups.
BASELINE PERFORMANCE LEVEL	In 2019, 83.9% of AP Exams taken by PCS students earned a score of 3, 4, or 5. Since 2015, an average of 82.4% of AP Exams taken by PCS students earned a score of 3, 4, or 5.
METHODS OF MEASUREMENT	Annual analysis of AP Results by administration and AP teachers.

SUBPRIORITY F – COLLEGE READINESS	
GOAL TO ACHIEVE SUBPRIORITY	100% of PCS graduates will satisfy the UC/CSU course requirements, including first-to-college, Hispanic/Latino, and all other subgroups. 90% of all students, including first-to-college, Hispanic/Latino, and all other subgroups, will participate in PSAT/SAT/ACT preparation courses free of charge. All students, including first-to-college, Hispanic/Latino, and all other subgroups, will have the opportunity to participate in college-preparatory research (e.g. Ethics and Evil, Current Issues, Capstone Projects).
ACTIONS TO ACHIEVE GOAL	Offer a rigorous college preparatory curriculum that requires students to take A-G courses. School will subsidize cost of test preparation courses for all students, including first-to-college, Hispanic/Latino, and all other subgroups. School will schedule sufficient sections of test prep and college-preparatory research opportunities to accommodate all interested students, and advertise these opportunities to all families. AP test fees will be subsidized for students eligible for Free and Reduced-Price Meals.
MEASURABLE OUTCOME	PCS graduation requirements will meet or exceed UC/CSU requirements in all categories.
BASELINE PERFORMANCE LEVEL	In 2019, 100% of PCS graduates satisfied the UC/CSU course requirements, including those representing first-to-college, Hispanic/Latino, and all other subgroups.
METHODS OF MEASUREMENT	Analysis of PCS graduate transcripts.
<u>STATE PRIORITY #5— STUDENT ENGAGEMENT</u>	
<i>Pupil engagement, as measured by all of the following, as applicable:</i>	
<i>A. School attendance rates</i>	
<i>B. Chronic absenteeism rates</i>	
<i>C. Middle school dropout rates (EC §52052.1(a)(3))</i>	
<i>D. High school dropout rates</i>	
<i>E. High school graduation rates</i>	
SUBPRIORITY A – STUDENT ATTENDANCE RATES	
GOAL TO ACHIEVE SUBPRIORITY	PCS will maintain a 95% ADA rate for both junior high and high school students, including first-to-college, Hispanic/Latino, and all other subgroups.
ACTIONS TO ACHIEVE GOAL	Increase monitoring and communication with parents of chronically absent students to decrease truancy.
MEASURABLE OUTCOME	Annual Average Daily Attendance will be at least 95%.
BASELINE PERFORMANCE LEVEL	During the 2018-2019 school year, Junior High ADA was 96.83% and High School was 96.38%. During the 2017-2018 school year, Junior High ADA was 96.82% and High School was 95.88%.
METHODS OF MEASUREMENT	Monthly Cumulative ADA reports to the Board.

SUBPRIORITY B – STUDENT ABSENTEEISM RATES	
GOAL TO ACHIEVE SUBPRIORITY	Students will not have more than 10 absences in any school year.
ACTIONS TO ACHIEVE GOAL	Parents will be informed of chronic absences as specified in the PCS Attendance Policy. Vice Principal will meet with parents of chronically absent students.
MEASURABLE OUTCOME	Fewer than 10% of students will have more than 10 absences in any school year.
BASELINE PERFORMANCE LEVEL	In the 2018-19 school year, 12.24% of students had more than 10 absences.
METHODS OF MEASUREMENT	Monthly attendance reports from student information system.
SUBPRIORITY C – MIDDLE SCHOOL DROPOUT RATES	
GOAL TO ACHIEVE SUBPRIORITY	PCS will promote 95% of 7 th and 8 th grade students.
ACTIONS TO ACHIEVE GOAL	PCS will offer an academically engaging learning environment and academic support for all its students.
MEASURABLE OUTCOME	95% of 7 th and 8 th grade students will be eligible to advance to the next grade level.
BASELINE PERFORMANCE LEVEL	In 2018-2019, more than 95% of 7 th and 8 th grade earned grades that were sufficient to advance them to the next grade level.
METHODS OF MEASUREMENT	Student grades as verified by our student information system.
SUBPRIORITY D – HIGH SCHOOL DROPOUT RATES	
GOAL TO ACHIEVE SUBPRIORITY	PCS will promote 95% of 9 th -11 th grade students.
ACTIONS TO ACHIEVE GOAL	PCS will offer an academically engaging learning environment and academic support for all its students.
MEASURABLE OUTCOME	95% of 10 th -11 th grade students will be eligible to advance to the next grade level.
BASELINE PERFORMANCE LEVEL	In 2018-2019, more than 95% of 9 th -11 th grade students earned grades that were sufficient to advance them to the next grade level.
METHODS OF MEASUREMENT	Student grades as verified by our student information system.
SUBPRIORITY E – HIGH SCHOOL GRADUATION RATES	
GOAL TO ACHIEVE SUBPRIORITY	At least 95% of PCS 12 th grade students will graduate.
ACTIONS TO	PCS will offer academic support and guidance for students at all grade levels.

ACHIEVE GOAL	
MEASURABLE OUTCOME	Annually, at least 95% of PCS 12 th grade students will graduate.
BASELINE PERFORMANCE LEVEL	In 2019, more than 78% of PCS 12 th grade students graduated (due, in part, to students with IEPs electing to take an additional year to complete graduation requirements). In 2018, more than 95% of PCS 12 th grade students graduated.
METHODS OF MEASUREMENT	12 th grade enrollment as verified by our SIS and CALPADS and transcript analysis of 12 th grade students.
<u>STATE PRIORITY #6— SCHOOL CLIMATE</u>	
<i>School climate, as measured by all of the following, as applicable:</i>	
A. Pupil suspension rates	
B. Pupil expulsion rates	
C. Other local measures, including surveys of pupils, parents, and teachers on the sense of safety and school connectedness	
SUBPRIORITY A – PUPIL SUSPENSION RATES	
GOAL TO ACHIEVE SUBPRIORITY	PCS will maintain an annual suspension rate of less than 2%.
ACTIONS TO ACHIEVE GOAL	PCS will maintain clear behavior guidelines and promote a culture of respect.
MEASURABLE OUTCOME	Annually, 2% or fewer of all enrolled students will be suspended.
BASELINE PERFORMANCE LEVEL	In reviewing historical data, PCS has maintained a suspension rate of less than 2%.
METHODS OF MEASUREMENT	SARC, CALPADS and California Dashboard reports.
SUBPRIORITY B – PUPIL EXPULSION RATES	
GOAL TO ACHIEVE SUBPRIORITY	PCS will maintain an annual expulsion rate of less than 1%
ACTIONS TO ACHIEVE GOAL	PCS will maintain clear behavior guidelines and promote a culture of respect.
MEASURABLE OUTCOME	Annually, 1% or fewer enrolled students will be expelled.
BASELINE PERFORMANCE LEVEL	In reviewing historical data, PCS has maintained an expulsion rate of less than 1%.
METHODS OF MEASUREMENT	SARC, CALPADS and California Dashboard reports.
SUBPRIORITY C – OTHER SCHOOL SAFETY AND SCHOOL CONNECTEDNESS MEASURES (SURVEYS)	

GOAL TO ACHIEVE SUBPRIORITY	PCS students and staff will adhere to the school safety plan.
ACTIONS TO ACHIEVE GOAL	Students and staff (certificated and classified) will participate in Earthquake, Fire and Lockdown drills twice annually. CPR training will be available annually to all certificated staff. PCS students will be engaged in opportunities to learn about positive behavior and school climate.
MEASURABLE OUTCOME	100% of certificated staff will be CPR certified. Student and staff will participate in 1 code red, 4 fire, 2 earthquake, 2 lockdown, and 1 shelter in place drills annually.
BASELINE PERFORMANCE LEVEL	During 2018-2019 100% of certificated staff was CPR certified. The school held fire, earthquake and lockdown drills, as required.
METHODS OF MEASUREMENT	CPR certifications and annual calendar of drills.
GOAL TO ACHIEVE SUBPRIORITY	90% of students eligible to use Free and Reduced-Price Meal (FRPM) program will participate.
ACTIONS TO ACHIEVE GOAL	Communication and direct outreach to ensure eligible families are aware of FRPM program and how to enroll.
BASELINE PERFORMANCE LEVEL	In 2018-2019 80% of students eligible to use FRPM program participated.
METHODS OF MEASUREMENT	FRPM applications and school meal program records.
<u>STATE PRIORITY #7— COURSE ACCESS</u> <i>The extent to which pupils have access to, and are enrolled in, a broad course of study, including programs and services developed and provided to unduplicated students (classified as EL, FRPM eligible, or foster youth; E.C. §42238.02) and students with exceptional needs.</i> <i>“Broad course of study” includes the following, as applicable:</i> <i>Grades 1-6: English, mathematics, social sciences, science, visual and performing arts, health, physical education, and other as prescribed by the governing board. (E.C. §51210)</i> <i>Grades 7-12: English, social sciences, world language(s), physical education, science, mathematics, visual and performing arts, applied arts, and career technical education. (E.C. §51220(a)-(i))</i>	
GOAL TO ACHIEVE SUBPRIORITY	PCS students, including all subgroups, unduplicated students, and students with exceptional needs, will have access to the academic program as outlined in the PCS charter.
ACTIONS TO ACHIEVE GOAL	All academic content areas will be available to all students, including student subgroups, at all grade levels.
MEASURABLE OUTCOME	100% of students, including all subgroups, unduplicated students and students with exceptional needs, will have access to all core and non-core subject content areas offered at PCS.
BASELINE PERFORMANCE LEVEL	During 2018-19, 100% of students, including all subgroups, unduplicated students and students with exceptional needs, enrolled in the academic program as outlined in the PCS charter.

METHODS OF MEASUREMENT	Annual analysis of the number of students enrolled in each subject.
GOAL TO ACHIEVE SUBPRIORITY	Students will receive instruction and opportunities to build technology skills in designated courses and across the curriculum. All students will have access to technology and devices to support optimal learning conditions.
ACTIONS TO ACHIEVE GOAL	All 7 th grade students will be enrolled in a technological literacy course (Study Skills and Technology). School will continue to offer multiple sections of computer science, SSTech, and incorporate technology-based instruction across the curriculum. School will maintain adequate number of devices for student use to support technology integration in learning.
MEASURABLE OUTCOME	100% of students will receive technology instruction and opportunities to build technology skills in designated courses and across the curriculum. All students, including students in all subgroups, will have frequent access to technology and devices to support optimal learning conditions.
BASELINE PERFORMANCE LEVEL	In 2018-2019, 100% of students will receive technology instruction and opportunities to build technology skills in designated courses and across the curriculum. All students, including students in all subgroups, had regular access to technology and devices to support optimal learning conditions.
METHODS OF MEASUREMENT	Student transcripts, master schedule, curriculum guides, SSTech enrollment, computer lab and Chromebook usage records
<u>STATE PRIORITY #8—OTHER STUDENT OUTCOMES</u>	
<i>Pupil outcomes, if available, in the subject areas described above in #7, as applicable.</i>	
SUBPRIORITY A – ENGLISH	
GOAL TO ACHIEVE SUBPRIORITY	All students, including all student subgroups, unduplicated students, and students with exceptional needs, will demonstrate grade level proficiency in English Language Arts/Literacy. All students will take AP English Language during 11 th grade or AP English Literature during 12 th grade.
ACTIONS TO ACHIEVE GOAL	All students at PCS will participate in a rigorous vertically aligned English curriculum which will culminate in students taking AP English Language in 11 th grade and/or AP English Literature in 12 th grade. At each level students will focus on writing, reading, discussion, and vocabulary.
MEASURABLE OUTCOME	Annually, 75% of 7 th , 8 th and 11 th grade students will score Proficient or higher on the CAASPP statewide test in the area of English Language Arts/Literacy. Annually, 75% of 11 th grade students participating will score 3, 4, or 5 on the AP English Language Exam. Annually, 75% of 12 th grade students participating will score 3, 4, or 5 on the AP English Literature Exam.
BASELINE PERFORMANCE LEVEL	In 2018, 86.15% of students in applicable grades, scored proficient or higher on the CAASPP in English Language Arts. In 2018, 84.2% of students taking the AP English Language Exam scored 3, 4, or 5.

METHODS OF MEASUREMENT	Annual CAASPP report, AP results; transcript analysis of PCS students and graduates.
SUBPRIORITY B – MATHEMATICS	
GOAL TO ACHIEVE SUBPRIORITY	All students, including all student subgroups, unduplicated students, and students with exceptional needs, will demonstrate grade level proficiency in mathematics. 100% of PCS graduates will meet or exceed the UC/CSU entrance requirements for Mathematics.
ACTIONS TO ACHIEVE GOAL	All students will participate in a rigorous, vertically aligned curriculum designed to prepare students for AP level mathematics by the 12 th grade.
MEASURABLE OUTCOME	Annually, 75% of 7 th , 8 th and 11 th grade students will score proficient or higher on the CAASPP statewide test in the area of Mathematics. 100% of PCS graduates will meet or exceed the UC/CSU entrance requirements for Mathematics.
BASELINE PERFORMANCE LEVEL	In 2018, 77.07% of students in applicable grades, scored proficient or higher on the CAASPP for Mathematics. In 2018, 100% of the graduating class met or exceeded the UC/CSU entrance requirements for Mathematics.
METHODS OF MEASUREMENT	CAASPP results; transcript analysis of PCS students and graduates.
SUBPRIORITY C – SOCIAL SCIENCES	
GOAL TO ACHIEVE SUBPRIORITY	All students, including all student subgroups, unduplicated students, and students with exceptional needs, will demonstrate grade level skills and content knowledge in World History and US History. All PCS students will complete AP World History and AP US History.
ACTIONS TO ACHIEVE GOAL	All PCS students will participate in a curriculum that is global in its approach and grounded in a chronological study of human activities from ancient times to the present. This includes a three-year World History sequence culminating in AP World History.
MEASURABLE OUTCOME	Annually, 75% of PCS students will demonstrate proficiency in History as demonstrated by semester grades. Annually, 75% of AP World History students will score 3, 4, or 5 on the AP World History Exam. Annually, 75% of AP US History students will score 3, 4, or 5 on the AP US History Exam.
BASELINE PERFORMANCE LEVEL	In 2018, 78% of AP World History students who took the Exam, scored 3, 4, or 5 on the Exam. In 2018, 79.7% of AP US History students who took the Exam, scored 3, 4, or 5 on the Exam.
METHODS OF MEASUREMENT	Analysis of student grades and AP Results.

SUBPRIORITY D – SCIENCE	
GOAL TO ACHIEVE SUBPRIORITY	<p>All students, including all student subgroups, unduplicated students, and students with exceptional needs, will demonstrate grade level skills and content knowledge in the appropriate science class.</p> <p>All PCS graduates will have taken Biology, Chemistry and Physics.</p> <p>75% of 8th and 11th grade students will meet or exceed standards on California Science Test (CAST).</p> <p>100% of PCS students will complete at least one AP lab-based course in the Sciences.</p>
ACTIONS TO ACHIEVE GOAL	All PCS students will participate in a rigorous Science curriculum that focuses on hands on learning and critical thinking. While challenging, this curriculum is designed with the belief that all students can be successful.
MEASURABLE OUTCOME	<p>Annually, 75% of PCS students will demonstrate proficiency in Science as demonstrated by semester grades.</p> <p>Annually, 75% of PCS 8th and 11th grade students will meet or exceed standards on CAST.</p> <p>Annually, 75% of AP science students taking the Exam will score 3, 4, or 5.</p>
BASELINE PERFORMANCE LEVEL	In 2018, 92.3% of AP science students who took the Exam scored 3, 4, or 5. This includes 96.8% of AP Biology, 75% of AP Chemistry, 85.7% of AP Physics 1 and 100% of AP Physics 2.
METHODS OF MEASUREMENT	Analysis of student grades, CAST and AP results.
SUBPRIORITY E – VISUAL AND PERFORMING ARTS	
GOAL TO ACHIEVE SUBPRIORITY	100% of PCS students will take at least 3 years of Visual and performing arts during 9 th -12 th grade.
ACTIONS TO ACHIEVE GOAL	PCS will offer a rich and varied Visual and performing arts curriculum that includes classes in visual arts, drama, choir, dance, and instrumental music.
MEASURABLE OUTCOME	100% of PCS students will take at least 3 years of Visual and performing arts during 9 th -12 th grade.
BASELINE PERFORMANCE LEVEL	In 2019, 100% of PCS graduates completed at least 3 years of Visual and performing arts during 9 th -12 th grade.
METHODS OF MEASUREMENT	Analysis of transcripts.
SUBPRIORITY F – WORLD LANGUAGES	
GOAL TO ACHIEVE SUBPRIORITY	100% of PCS students will take a minimum of 3 years of a single World language.
ACTIONS TO ACHIEVE GOAL	PCS will offer four-year programs in at least four languages, with the 4 th year being an AP Course.
MEASURABLE OUTCOME	100% of PCS students will take a minimum of 3 years of a single World language.

BASELINE PERFORMANCE LEVEL	In 2019, 100% of PCS graduates completed at least 3 years of a single World language.
METHODS OF MEASUREMENT	Analysis of transcripts.

ELEMENT C: MEASURING PUPIL PROGRESS

Governing Law: The method by which pupil progress in meeting those pupil outcomes is to be measured. To the extent practicable, the method for measuring pupil outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card. Education Code Section 47605(b)(5)(C).

ASSESSMENTS

Pacific Collegiate School will meet all statewide standards and will conduct pupil state assessments required pursuant to Education Code Section 60605 and any other statewide standards authorized in statute or pupil assessments applicable to pupils in non-charter public schools.

Schoolwide and student subgroup progress is objectively measured by state-mandated annual assessments within the accountability system for each grade: the California Assessment of Student Performance and Progress, California Science Test (CAST) the California Alternate Assessments (CAA), the Physical Fitness Test (PFT), the English Language Proficiency Assessments for California, and by Advanced Placement exam results.

Progress is also measured by classroom teachers through formative and summative assessments, such as quizzes, essays, projects, performances, portfolios, exhibitions, tests, and exams. Progress is discussed on a regular basis with parents and students. Pacific Collegiate School utilizes a comprehensive database of student progress, discussed below, which is accessible to faculty to monitor and inform instruction.

Special education students are assessed in accordance with their IEP goals, accommodations and/or modifications.

Please refer to the table in Element B of this charter for a description of the assessments Pacific Collegiate School utilizes in its educational program, which are aligned to California's State Priorities and demonstrate multiple measures for each subject area. Pacific Collegiate School affirms that its methods for measuring pupil outcomes for the State Priorities, as described in Element B of this charter, shall be consistent with the way information is reported on a School Accountability Report Card as required by Education Code Section 47605(b)(5)(C).

USE AND REPORTING OF DATA

Pacific Collegiate School teachers, administration and Board also annually review grade distributions, AP scores, state-mandated assessment scores, and SAT scores to identify any patterns or trends that might inform improvements in curriculum and instruction. Grade level teams and the student support team also analyze multiple measures of individual student performance in order to target modifications and strategies for individual students.

The annual School Accountability Report Card (SARC) report is developed and made available to parents and to the public. The annual update to the LCAP will be produced and submitted to the County in accordance with Education Code Sections 47606.5 and 47604.33.

ELEMENT D: GOVERNANCE

Governing Law: The governance structure of the charter school, including, but not limited to, the process to be followed by the charter school to ensure parental involvement. Education Code Section 47605(b)(5)(D).

NON-PROFIT PUBLIC BENEFIT CORPORATION

Pacific Collegiate School is a direct-funded independent charter school that is operated as a California non-profit public benefit corporation pursuant to California law. Pacific Collegiate School operates autonomously from the Santa Cruz County Board of Education and the Santa Cruz County Office of Education (collectively referred to herein as the “County”), with the exception of supervisory oversight as required by statute and other contracted services as negotiated between the County and Pacific Collegiate School. Pursuant to Education Code Section 47604(d), the County shall not be liable for the debts and obligations of Pacific Collegiate School, operated as a California non-profit benefit corporation, or for claims arising from the performance of acts, errors, or omissions by Pacific Collegiate School as long as the County has complied with all oversight responsibilities required by law.

Attached, as **Appendix G**, please find the Pacific Collegiate School Articles of Incorporation, draft Bylaws, and Conflict of Interest Code.

BOARD OF DIRECTORS

Pacific Collegiate School is governed by a corporate Board of Directors (or “Board”) in accordance with its adopted bylaws, which shall be consistent with the terms of this charter. The Pacific Collegiate School Board of Directors is responsible for ensuring the long-term financial stability of the school while advancing the school’s mission and vision.

The Board of Directors shall conduct and direct the affairs of Pacific Collegiate School to fulfill and exercise its powers, subject to the limitations of the California Corporations Code, the Articles of Incorporation, the Bylaws, Pacific Collegiate School policies, and applicable provisions of the Education Code specifically relating to California charter schools. The general and specific powers of the Board are specified in the bylaws. The Board’s responsibilities include but are not limited to the following:

1. Formulation, modification and adherence to the general policies and bylaws of the Charter School
2. The fiscal management of the Charter School, including approving and monitoring the Charter School’s annual budget
3. Operation of the Charter School in accordance with the charter and the law
4. Determining graduation requirements
5. Hiring and evaluation of the Charter School’s Head of School
6. Ensuring the Charter School has a suitable facility in which to operate

Board directors are required, during their three-year terms, to meet the standards laid out in the policy regarding Expectations of Board Members, including the policy provisions concerning

Conflict of Interest

On an annual basis, the Nominations Committee is responsible for evaluating the current and future needs of the Board, and undertaking an extensive selection process to identify prospective board members. The Board shall have no less than seven (7) and no more than seventeen (17) directors depending on the current and future needs of the Board. In accordance with Education Code Section 47604(c), the County may appoint a representative to sit on the Board of Directors. If the County chooses to do so, the Board of Directors may appoint an additional representative, to ensure the Board is maintained with an odd number of directors. New directors are nominated by the Nominations Committee, and subsequently elected to the Board by the Board of Directors. Procedures for the election and removal of Board directors are specified in the bylaws.

The Board may initiate and carry on any program or activity or may otherwise act in a manner which is not in conflict with or inconsistent with or preempted by any law and which are not in conflict with this charter or the purposes for which schools are established.

Pacific Collegiate School shall comply with the Brown Act, Education Code Section 47604.1(c), and Public Records Act.

Pacific Collegiate School has adopted a Conflict of Interest Code which complies with the Political Reform Act, Government Code Section 1090, *et seq.*, as set forth in Education Code Section 47604.1, Corporations Code Conflicts of Interest rules, and which shall be updated with any charter school specific conflicts of interest laws or regulations. As noted above, the Conflict of Interest Code is attached within **Appendix G**. As required, the Conflict of Interest Code has been submitted to the County Board of Supervisors for approval.

PARENT INVOLVEMENT IN GOVERNANCE OF THE SCHOOL

Educational leaders have long recognized the value of parental involvement in educational processes, and the link between parental engagement and individual student achievement. Our own experience has shown us that parental involvement in the school links to individualized student effort, motivation, work habits and behavior. Recognizing this link, the founders of Pacific Collegiate School established a framework that effectively channels parental involvement at almost every level of the organization.

Our individual surveys have shown us that parents who have chosen to send their child to Pacific Collegiate School have already taken steps to become actively involved in their education. Understanding how to further that involvement and make the involvement mutually beneficial to both the school and the parent after their child enrolls is not always easy. While the ultimate goal is to increase student achievement, the school also recognizes the importance of creating a culture of support for faculty and staff while empowering parents to be partners in the education of their children.

In an effort to provide a wide variety of opportunities for parents to become involved in the educational processes at Pacific Collegiate, the school established the Parent Volunteer Association. The Parent Volunteer Association, of which each parent is a member, works under the direction of the Head of School to manage the parent volunteer activities at the school while organizing community fundraising and social/cultural events. The Parent Volunteer Association continually surveys faculty, staff, students and parents in an effort to create new opportunities for parental engagement, and works closely with the Head of School to define the purpose of

parental involvement. Experience has shown us that strong home-school partnerships support student success.

In an effort to better understand how the parent community chooses to engage and support the school with thousands of volunteer hours each year, the Parent Volunteer Association tracks the numbers of parents who volunteer their time at the school, the number and type of activities they choose to become involved in, whether the involvement is sporadic or routine, and the times of the school year, parents are more apt to volunteer their time. The Parent Volunteer Association uses this data to help create additional opportunities for engagement throughout the school year. The goal of the Parent Volunteer Association is to create a mutually beneficial atmosphere where the school is meeting or exceeding its mission by effectively organizing and engaging the parent community, while at the same time creating an understanding by the parent volunteer that they have become an integral part of that process.

The Parent Volunteer Association encourages each family to complete annual service hours in support of the educational processes of the school, however, no student will be excluded from Pacific Collegiate School or school activities due to the failure of his or her parent or legal guardian to fulfill the encouraged annual service hours. Pacific Collegiate School shall notify the parents and guardians of applicant pupils and currently enrolled pupils that parental involvement is not a requirement for acceptance to, or continued enrollment at, the Charter School. The Parent Volunteer Association is not a separate legal entity, but acts pursuant to the authority granted to it by the Head of School and the Board of Directors.

ELEMENT E: EMPLOYEE QUALIFICATIONS

Governing Law: The qualifications to be met by individuals to be employed by the charter school. Education Code Section 47605(b)(5)(E).

TEACHERS

Teachers at Pacific Collegiate shall be required to hold the appropriate Commission on Teacher Credentialing (CTC) certificate, permit, or other document required for the teacher's certificated assignment in accordance with Education Code Section 47605(l). PCS will also comply with applicable requirements as described under the Elementary and Secondary Education Act. A person employed as a teacher in a charter school during the 2019–20 school year would have until July 1, 2025, to obtain that certificate, permit, or other document required for a certificated assignment. Supervision and evaluation of teachers will be conducted by a qualified administrator.

ADMINISTRATORS

PCS is fortunate to attract and retain highly experienced administrators from the education and business sectors who lead the Charter School's operations and management functions. All staff and personnel must demonstrate the abilities to carry out the responsibilities of their positions effectively and must conduct themselves at all times in a manner consistent with the highest standards of personal character and professionalism. The administrative team currently includes the following positions: Head of School, Vice Principal/Dean of Students, Faculty Dean, Special Education Director/Psychologist, and Academic/College Counselor. (See the most recent job descriptions, including employment qualifications, for these positions in Appendix H).

A list of Pacific Collegiate School's current certificated staff is included in **Appendix I**, and current classified staff are included in **Appendix J**.

ELEMENT F: HEALTH AND SAFETY

Governing Law: The procedures that the charter school will follow to ensure the health and safety of pupils and staff. These procedures shall require all of the following:

- 1. That each employee of the charter school furnish the charter school with a criminal record summary as described in Section 44237.*
- 2. The development of a school safety plan, which shall include the safety topics listed in subparagraphs (A) to (H), inclusive, of paragraph (2) of subdivision (a) of Section 32282 and procedures for conducting tactical responses to criminal incidents.*
- 3. That the school safety plan be reviewed and updated by March 1 of every year by the charter school.*

Education Code Section 47605(b)(5)(F).

In order to provide safety for all students and staff, Pacific Collegiate School adopts and implements full health and safety procedures and risk management policies at its school site in consultation with its insurance carriers and risk management experts. PCS maintains a comprehensive set of health and safety policies as part of its School's Safety Plan. These policies are reviewed on a regular basis and updated as necessary, and address the areas of emergency actions for fire, earthquake and bomb threat, medical emergencies or injuries, suspected child abuse and mandatory reporting procedures, CPR certification of teachers, administering medications, exclusion of tobacco, drugs and alcohol by students and staff on campus or at school events, seismic safety and earthquake preparedness, natural disasters and emergencies, and the maintenance of adequate property and liability insurance protection by PCS. A complete copy of the School Safety Plan is always available upon request.

The following is a summary of the health and safety policies of Pacific Collegiate School:

PROCEDURES FOR BACKGROUND CHECKS

Employees and contractors of Pacific Collegiate School are required to submit to a criminal background check and to furnish a criminal record summary as required by Education Code Sections 44237 and 45125.1. Applicants for employment must submit two sets of fingerprints to the California Department of Justice for the purpose of obtaining a criminal record summary. The Charter School shall not hire any person, in either a certificated or classified position, who has been convicted of a violent or serious felony except as otherwise provided by law, pursuant to Education Code Sections 44830.1 and 45122.1. The Head of School of Pacific Collegiate School shall monitor compliance with this policy and report to the Board of Directors on a regular basis. The Board President shall monitor the fingerprinting and background clearance of the Head of School. Volunteers who will volunteer outside of the direct supervision of a credentialed employee shall be fingerprinted and receive background clearance prior to volunteering without the direct supervision of a credentialed employee.

ROLE OF STAFF AS MANDATED CHILD ABUSE REPORTERS

All non-certificated and certificated staff are mandated child abuse reporters and follow all applicable reporting laws. The Charter School shall provide mandated reporter training to all

employees annually in accordance with Education Code Section 44691.

TUBERCULOSIS RISK ASSESSMENT AND EXAMINATION

Employees, and volunteers who have frequent or prolonged contact with students, will be assessed and examined (if necessary) for tuberculosis prior to commencing employment and working with students, and for employees at least once each four years thereafter, as required by Education Code Section 49406.

IMMUNIZATIONS

All enrolled students and staff are required to provide records documenting immunizations as is required at public schools pursuant to Health and Safety Code Sections 120325-120375, and Title 17, California Code of Regulations Sections 6000-6075. All rising 7th grade students must be immunized with a pertussis (whooping cough) vaccine booster as well provide confirmation that the student has had two immunizations of the varicella (Chickenpox) vaccine.

MEDICATION IN SCHOOL

Pacific Collegiate School adheres to Education Code Section 49423 regarding administration of medication in school. The Charter School will adhere to Education Code Section 49414 regarding epinephrine auto-injectors and training for staff members.

VISION, HEARING, AND SCOLIOSIS

Students must be screened for vision, hearing and scoliosis. Pacific Collegiate School will adhere to Education Code Section 49450, *et seq.*, as applicable to the grade levels served by the Charter School.

DIABETES

Pacific Collegiate School provides an information sheet regarding type 2 diabetes to the parent or guardian of incoming 7th grade students, pursuant to Education Code Section 49452.7. The information sheet includes, but is not limited to, all of the following:

1. A description of type 2 diabetes.
2. A description of the risk factors and warning signs associated with type 2 diabetes.
3. A recommendation that students displaying or possibly suffering from risk factors or warning signs associated with type 2 diabetes should be screened for type 2 diabetes.
4. A description of treatments and prevention methods of type 2 diabetes.
5. A description of the different types of diabetes screening tests available.

SUICIDE PREVENTION POLICY

The Charter School shall maintain a policy on student suicide prevention in accordance with Education Code Section 215. The Charter School shall review, at minimum every fifth year, its policy on pupil suicide prevention and, if necessary, update its policy.

PREVENTION OF HUMAN TRAFFICKING

By January 1, 2020, the Charter School shall identify and implement the most appropriate methods of informing parents and guardians of students in grades 6 through 12 of human trafficking prevention resources.

FEMININE HYGIENE PRODUCTS

The Charter School will stock at least 50% of its restrooms with feminine hygiene products, and shall not charge students for these products, pursuant to Education Code Section 35292.6 (if applicable).

NUTRITIONALLY ADEQUATE FREE OR REDUCED-PRICE MEAL

The Charter School shall provide each needy student, as defined in Education Code Section 49552, with one nutritionally adequate free or reduced-price meal, as defined in Education Code Section 49553(a), during each school day.

CALIFORNIA HEALTHY YOUTH ACT

The Charter School shall teach sexual health education and human immunodeficiency virus (“HIV”) prevention education to students in grades 7-12, at least once in middle school and at least once in high school, pursuant to the California Healthy Youth Act (Education Code Section 51930, *et seq.*).

SCHOOL SAFETY PLAN

The Charter School shall adopt a School Safety Plan, to be reviewed and updated by March 1 of every year, which shall include identifying appropriate strategies and programs that will provide or maintain a high level of school safety and address the Charter School’s procedures for complying with applicable laws related to school safety, including the development of all of the following pursuant to Education Code Section 32282(a)(2)(A)-(H):

- child abuse reporting procedures
- routine and emergency disaster procedures
- policies for students who committed an act under Section 48915 and other Charter School-designated serious acts leading to suspension, expulsion, or mandatory expulsion recommendations
- procedures to notify teachers of dangerous students pursuant to Education Code Section 49079
- a discrimination and harassment policy consistent with Education Code Section 200
- provisions of any schoolwide dress code that prohibits students from wearing “gang-related apparel,” if applicable
- procedures for safe ingress and egress of pupils, parents, and employees to and from the

Charter School

- a safe and orderly environment conducive to learning
- procedures for conducting tactical responses to criminal incidents

EMERGENCY PREPAREDNESS

The Charter School shall adhere to an Emergency Preparedness Handbook drafted specifically to the needs of the facility in conjunction with law enforcement and the Fire Marshal. This handbook shall include, but not be limited to the following responses: fire, flood, earthquake, terrorist threats, and hostage situations.

BLOOD BORNE PATHOGENS

Pacific Collegiate School meets state and federal standards for dealing with blood borne pathogens and other potentially infectious materials in the workplace. The Board maintains a written infectious control plan designed to protect employees and students from possible infection due to contact with blood borne viruses, including human immunodeficiency virus and hepatitis B virus (“HBV”).

Whenever exposed to blood or other bodily fluids through injury or accident, staff and students shall follow the latest medical protocol for disinfecting procedures.

DRUG-, ALCOHOL-, AND SMOKE-FREE ENVIRONMENT

Pacific Collegiate School functions as a drug-, alcohol-, and smoke-free environment.

FACILITY SAFETY

Pacific Collegiate School complies with Education Code Section 47610 by either utilizing facilities that are compliant with the Field Act or facilities that are compliant with the California Building Standards Code. Pacific Collegiate School tests sprinkler systems, fire extinguishers, and fire alarms annually at its facilities to ensure that they are maintained in an operable condition at all times. Pacific Collegiate School conducts fire drills as required under Education Code Section 32001.

COMPREHENSIVE ANTI-DISCRIMINATION AND HARASSMENT POLICIES AND PROCEDURES

Pacific Collegiate School is committed to providing a school that is free from discrimination and sexual harassment, as well as any harassment based upon the actual or perceived characteristics of race, religion, creed, color, gender, gender identity, gender expression, nationality, national origin, ancestry, ethnic group identification, genetic information, age, medical condition, marital status, sexual orientation, sex and pregnancy, physical or mental disability, childbirth or related medical conditions, military and veteran status, denial of family and medical care leave, or on the basis of a person’s association with a person or group with one or more of these actual or perceived characteristics, or any other basis protected by federal, state, local law, ordinance or regulation. Pacific Collegiate School maintains a comprehensive policy to prevent and immediately remediate any concerns about discrimination or harassment at the school (including

employee to employee, employee to student, and student to employee misconduct). Misconduct of this nature is very serious and will be addressed in accordance with Pacific Collegiate School's discrimination and harassment policies.

BULLYING PREVENTION

By December 31, 2019, the Charter School shall adopt procedures for preventing acts of bullying, including cyberbullying. The Charter School shall annually make available the online training module developed by the CDE pursuant to Education Code Section 32283.5(a) to certificated school site employees and all other school site employees who have regular interaction with children.

ELEMENT G: RACIAL AND ETHNIC BALANCE

Governing Law: The means by which the charter school will achieve a racial and ethnic balance among its pupils that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted. Education Code Section 47605(b)(5)(G).

Each and every student enrolled in Pacific Collegiate School, regardless of race, ethnicity, language ability, special needs, wealth, prior academic achievement, or any characteristic listed in Education Code Section 220, has access to a rigorous, college preparatory curriculum rich in Advanced Placement (AP) courses. This combination of open access coupled with high academic standards and proven achievement by students of diverse abilities has consistently resulted in greater demand for admission than seats available, which is addressed through an annual lottery (See Element H: Admission Policies and Procedures).

Like all California public institutions, PCS is prohibited by law from instituting admissions policies that promote enrollment of children of a particular racial or ethnic group. Yet the school remains steadfast in its commitment to developing a diverse student body that is reflective of the racial and ethnic balance of the general population residing within the territorial jurisdiction of the Santa Cruz City Schools Secondary District, where PCS' original charter petition was submitted. The PCS Diversity Plan, included in **Appendix K**, acts as a roadmap providing structure to this commitment.

Key to the implementation of the Diversity Plan is the Board's continued allocation of funds for an Outreach Coordinator (PCS is perhaps the only school in the area to do so) and the establishment of the Diversity Oversight Committee (DOC). The Outreach Coordinator is a member of the DOC and both work together with the Head of School to execute the Plan, evaluate progress and recommend adjustments as needed to meet specific milestones.

The Diversity Plan's multi-faceted approach to advancing awareness and interest in the school's mission and program advocates extensive outreach to Santa Cruz area students and their families. The Diversity Plan acknowledges that all these efforts will take time and continued collaboration with our local school district and County Office of Education. Through a variety of community service programs, PCS students have served as mentors to younger students and the bond of friendship and trust created helps to encourage interest in enrollment amongst a broad cross-section of the community. Through the direct efforts of the DOC, PCS participates in the Santa Cruz Live Oak Collaborative meetings to promote college-bound communities and also maintains on-going relationships with the UCSC Education Partnership Center, the Boys and Girls Club of Santa Cruz, the Beach Flats Community Center, and the Davenport Resource Center. These outreach efforts have allowed PCS to begin to establish important relationships within the Santa Cruz community. For example, beginning in the spring of 2014, PCS has partnered with Barrios Unidos in an after-school program located on the PCS campus. Twice a week, students from Barrios Unidos were transported to PCS where PCS volunteer students and staff work with them on homework, study skills, and targeted instruction in reading and math. In the summer of 2019, PCS partnered with the Davenport Resource Center and local technology company, Looker, to provide a summer coding camp for students in grades 4-6. This successful camp allowed a diverse group of potential future students to familiarize themselves with the PCS

campus, as they learned valuable coding skills. We look forward to exploring more ways in which PCS can partner with local schools and community organizations to provide educational opportunities for children in Santa Cruz County.

Information about Pacific Collegiate School and upcoming events are available to everyone on our website (<http://www.pacificcollegiate.com/>) and in the local newspapers. Information and announcements are also distributed to area schools, community centers, libraries, after-school programs, health clinics, religious institutions and other areas where students and families of diverse backgrounds might be reached. Prior to the annual lottery, which is typically held in the spring, we conduct eight to ten information meetings for students and their families that are spread across several months and held in locations that span Santa Cruz County, including community spaces in Watsonville, Live Oak, and Beach Flats. These meetings are widely advertised in English as well as Spanish, and all materials are translated in Spanish. Spanish language interpretation is available at each meeting and two to three of these meetings take place on Saturdays.

Creating a welcoming culture where diversity is valued is also a key component in attracting a diverse student body. Pacific Collegiate School hires staff and faculty who respect all students. The school invests in training that helps align individual faculty and department goals with the diversity goals of the school. Students are expected to treat each other fairly and respectfully. The school program's international emphasis is used sensitively to raise awareness of race and ethnicity within the context of academic inquiry. The 2020-2025 Diversity Plan includes several professional development and student learning opportunities to foster an inclusive and welcoming school community.

In a sincere effort to build a more diverse student population, the PCS Board of Directors approved a pilot program that would, from 2011-2014, address student diversity by directly affecting lottery selections. With the goal of increasing racial and socio-economic diversity, the PCS Pilot Lottery Study – beginning with the admission lottery for the 2011-2012 school year – set aside either 10% of available slots or five seats, whichever number was greater, for children who would be the first in their family to attend college. (For purposes of this program, a 'first-generation college-bound applicant' is defined as one whose parents' or chief guardians' highest level of education is less than an Associate's Degree). We continue to make inroads in this area, increasing the number of available seats reserved for first-generation college bound applicants in the public random drawing from 10% to 15% in 2014-2019 (see more information in Element H).

The first to college lottery has now run for eight years, and PCS has seen some increase in the diversity of its student population. For example, as of the state's CALPADS reporting dates in October of 2011 and 2012, the percentage of Hispanic/Latino students in Grades 7, 8, and 9 at PCS was markedly higher than in other grades, as the table below suggests. The table also indicates overall growth in the school's Hispanic/Latino student population when compared to October 2010, the last count prior to the introduction of the FTC Lottery.

PERCENTAGE OF PCS STUDENTS REPORTED AS HISPANIC/LATINO

Date	Grade 7	Grade 8	Grade 9	Grade 10	Grade 11	Grade 12	Total
10/10	5.0	10.2	6.7	12.6	12.3	5.5	9.0
10/11	17.0	13.6	11.4	4.7	10.7	10.4	11.4
10/12	21.6	16.1	11.4	13.1	5.9	11.0	13.2
10/13	13.5	20.5	17.0	11.8	14.7	16.1	14.0
10/14	15.4	14.1	18.2	17.0	16.7	15.5	16.1
10/15	15.2	15.0	13.0	14.4	14.8	12.9	14.3
10/16	6.5	18.7	18.7	14.1	18.3	14.9	15.1
10/17	17.4	7.6	18.5	16.5	15.0	16.9	15.3
10/18	11.0	18.3	6.5	16.5	18.2	16.7	14.5
*9/19	16.3	10.9	19.6	9.9	14.1	16.7	14.5

*Preliminary data, will be updated as of CBEDS 10/19.

Similarly, PCS has seen a decline in the percentage of students reporting as White in Grade 7 after four First to College lotteries and in Grades 8, 9, and 10 as it absorbed enrollees earlier first to college lotteries (bold face below):

PERCENTAGE OF PCS STUDENTS REPORTED AS WHITE

Date	Grade 7	Grade 8	Grade 9	Grade 10	Grade 11	Grade 12	Total
10/10	86.3	73.9	69.7	74.7	75.3	81.8	76.5
10/11	65.9	71.6	72.7	67.1	72.6	72.7	70.4
10/12	65.9	65.5	72.3	72.6	70.6	76.8	70.6
10/13	64.0	64.8	63.6	69.4	66.6	72.0	66.6
10/14	70.3	65.2	67.0	68.2	71.8	66.2	68.1
10/15	76.1	72.0	71.7	71.1	66.7	72.9	71.8
10/16	78.3	75.8	64.8	67.4	64.6	67.6	69.9
10/17	60.9	77.2	73.9	64.8	67.7	66.2	68.5
10/18	69.2	61.3	76.1	74.7	59.1	70.0	68.4
*9/19	69.6	69.6	59.8	74.7	73.9	60.7	69.3

*Preliminary data, will be updated as of CBEDS 10/19.

These shifts in student diversity demonstrate some progress as the combined impact of both the first to college lottery and the outreach efforts of the school. The adoption and sustained implementation of PCS' comprehensive Diversity Plan, which provides a positive framework for meeting diversity goals through its five standards – Planning, Structural Diversity, Classroom Diversity and Academic Success, Campus Culture and Assessment – has yielded some positive results. These results have, in turn, been further amplified by the school's admissions preferences.

However, as past measures have not resulted in PCS enrollment reflecting the diversity of the surrounding Santa Cruz community, our 2020-2025 Diversity Plan proposes several bold measures to increase diversity. These include measures to recruit a more diverse student population, build mechanisms for student support, recruit diverse school leadership, build an inclusive and supportive school culture, and refine data collection and evaluation to support the success of underrepresented students at PCS (see Diversity Plan in Appendix K). Because diversity continues to be a priority at PCS, it is the goal of this most recent Diversity Plan to substantively move PCS enrollment toward parity with our surrounding community and schools.

ELEMENT H: ADMISSION POLICIES AND PROCEDURES

Governing Law: Admission policies and procedures, consistent with [Education Code Section 47605] subdivision (d). Education Code Section 47605(b)(5)(H).

There are no admission requirements to attend PCS, with the exception of California residency and the maximum age limits required by law. (Title 5 California Code of Regulations Section 11960(c)). After an offer of admission is made, the enrollment process will include diagnostic testing and examination of a student's performance history to ensure appropriate placement in classes and targeted assistance as needed.

Pacific Collegiate School shall admit all pupils who wish to attend the school, subject only to capacity, and any pupil attending Pacific Collegiate School may continue to attend Pacific Collegiate School in the following year. PCS will be nonsectarian in its programs, admission policies, and all other operations, and will not charge tuition nor discriminate against any student on the basis of any characteristic described in Education Code Section 220. Admission, except in the case of a public random drawing, shall not be determined by the place of residence of the pupil or his or her parent or legal guardian within the state. In accordance with Education Code Sections 49011 and 47605(d)(2)(B)(iv), admission preferences shall not require mandatory parental volunteer hours as a criterion for admission or continued enrollment.

In accordance with Education Code Section 47605(d)(4)(A), the Charter School shall not discourage a pupil from enrolling or seeking to enroll in the charter school for any reason, including, but not limited to, academic performance of the pupil or because the pupil exhibits any of the characteristics described in Education Code Section 47605(d)(2)(B)(iii), including pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or pupils who are economically disadvantaged, as determined by eligibility for any free or reduced-price meal program, foster youth, or pupils based on nationality, race, ethnicity, or sexual orientation. Similarly, in accordance with Section 47605(d)(4)(C), the Charter School shall not encourage a pupil currently attending the Charter School to disenroll from the Charter School or transfer to another school for any reason, including, but not limited to the academic performance of the pupil or because the pupil exhibits any of the characteristics described in Education Code Section 47605(d)(2)(B)(iii), as listed above.

Pursuant to Education Code Section 47605(d)(4)(D), the Charter School shall post a notice developed by the CDE on the Charter School website, outlining the requirements of Section 47605(d)(4), and make this notice available to parents.

PUBLIC RANDOM DRAWING

Applications will be accepted during a publicly advertised open enrollment period each year for enrollment in the following school year. Following the open enrollment period each year, applications shall be counted to determine whether any grade level has received more applications than availability. If the number of new pupils who wish to attend Pacific Collegiate School exceeds Pacific Collegiate School's openings for any grade, admission shall be determined by a public random drawing (or "lottery"), with the exception of existing students, who are guaranteed admission in the following school year. The lottery is typically held in the

spring following the open enrollment period.

For the purposes of schedule development and class assignment, and for the purpose of clarifying the meaning of the term “Section” for purposes of this Element H, for middle school grades PCS typically accounts for enrollment by section; each such section representing a single class and teacher assignment, which have varied from 20-24 students each in the past. For example, in recent school years PCS has maintained 4 middle school Sections, divided proportionally among the total number of pupils in each grade (e.g. 4 separate English 8 classes of 23 students, 4 separate Science 7 classes of 23 students, etc.). Preference in the public random drawing for sixth-grade (if approved as a material revision to the charter) shall be given to the following students in the following order:

SIXTH-GRADE PREFERENCE:

If approved as a material revision to the charter, preference in the public random drawing for sixth-grade shall be given to students in the following order:

1. Applicants From Traditionally Underrepresented Populations. An initial preference shall be given to applicants from traditionally underrepresented populations. The number of such preferential enrollment seats shall be as follows: (a) fifty percent (50%) of the total number of seats if PCS is enrolling one (1) section; and (b) thirty percent (30%) of the total number of seats if PCS is enrolling two (2) or more sections, further prioritized as follows:
 - a. A first rank priority shall be established for applicants who are siblings of current pupils of Pacific Collegiate School **and both** an FRPM eligible applicant **and** a first-generation college-bound applicant.
 - b. A second rank priority (if space remains after the application of the first rank ranking preference) shall be established for non-sibling applicants who are **both** an FRPM eligible applicant **and** a first-generation college-bound applicant.
 - c. A third rank priority (if space remains after the application of the first two ranking preferences) shall be established for applicants who are siblings of current pupils of Pacific Collegiate School **and either** an FRPM eligible applicant **or** a first-generation college-bound applicant.
 - d. A fourth ranking priority (if space remains after the application of the first three ranking preferences) shall be established for non-sibling applicants who are **either** an FRPM eligible applicant **or** a first-generation college-bound applicant.
An “FRPM eligible applicant” is defined as an applicant eligible for free or reduced price meals for under the regulations and guidelines used by schools, institutions, and facilities participating in the National School Lunch Program. A “first-generation college-bound applicant” is defined as one whose parents’ or chief guardians’ highest level of education is less than a Bachelor’s Degree. An eligible applicant for this preference who is not selected may then receive preference in the lottery in accordance with other preferences listed below.
2. Children of current faculty or staff of Pacific Collegiate School.
3. Children of those current or past members of the PCS Board of Directors who served or

committed to serve a full term on the Board of Directors, and who have met other prerequisites as may be defined by the Board of Directors pursuant to adopted policy, but limited to those members that actively served as members on or after July 1, 2019.

4. Siblings of current pupils of Pacific Collegiate School, or surviving siblings of any student deceased while enrolled at Pacific Collegiate School.
5. Children of any other current or past members of the PCS Board of Directors who served or committed to serve a full term on the Board of Directors, and who have met other prerequisites as may be defined by the Board of Directors pursuant to adopted policy.
6. Residents of the Santa Cruz City Secondary Schools District. In-district applicants are awarded a weighted advantage in the lottery process such that their chances of being selected are greater than those of out-of-district applicants.

GRADES 7 - 12:

Preference in the public random drawing for Grades 7-12 shall be given to the following students in the following order:

1. Applicants From Traditionally Underrepresented Populations. Thirty percent (30%) of seats in the 7th Grade are reserved for applicants to the 7th Grade from traditionally underrepresented populations, further prioritized as follows:
 - a. A first rank priority for this preference shall be established for applicants who are siblings of current pupils of Pacific Collegiate School **and both** an FRPM eligible applicant **and** a first-generation college-bound applicant.
 - b. A second rank priority (if space remains after the application of the first ranking preference) shall be established for non-sibling applicants to the 7th grade who are **both** an FRPM eligible applicant **and** a first-generation college-bound applicant.).
 - c. A third rank priority (if space remains after the application of the first two ranking preferences) shall be established for applicants who are siblings of current pupils of Pacific Collegiate School **and either** an FRPM eligible applicant **or** a first-generation college-bound applicant.
 - d. A fourth ranking priority (if space remains after the application of the first three ranking preferences) shall be established for non-sibling applicants who are **either** an FRPM eligible applicant **or** a first-generation college-bound applicant.
An “FRPM eligible applicant” is defined as an applicant eligible for free or reduced price meals for under the regulations and guidelines used by schools, institutions, and facilities participating in the National School Lunch Program. A “first-generation college-bound applicant” is defined as one whose parents’ or chief guardians’ highest level of education is less than a Bachelor’s Degree. An eligible applicant for this preference who is not selected may then receive preference in the lottery in accordance with other preferences listed below. In the event that a sixth grade is approved as a material revision to the charter, this preference for grade 7 shall only be applicable so long as PCS maintains less than (4) sections of sixth-grade enrollment. If PCS maintains four (4) or more Sections

of sixth-grade enrollment, the preference for traditionally underrepresented applicants shall be applicable only to sixth-grade enrollment pursuant to the sixth-grade preferences above and this section shall not apply.

2. Children of current faculty or staff of Pacific Collegiate School.
3. Siblings of current pupils of Pacific Collegiate School, or surviving siblings of any student deceased while enrolled at Pacific Collegiate School.
4. Children of current or past members of the PCS Board of Directors who served or committed to serve a full term on the Board of Directors, and who met other prerequisites as may be defined by the Board of Directors pursuant to adopted policy.
5. Residents of the Santa Cruz City Secondary Schools District. In-district applicants are awarded a weighted advantage in the lottery process such that their chances of being selected are greater than those of out-of-district applicants.

The Charter School and the County agree to adhere to the requirements related to admission preferences as set forth in Education Code Section 47605(d)(2)(B)(i)-(iv).

The Board of Directors will take all necessary efforts to ensure lottery procedures are fairly executed. Lottery spaces are pulled in order of grade level by the designated lottery official (appointed by the Head of School). Separate lotteries shall be conducted for each grade in which there are fewer vacancies than pupils interested in attending. There is no weighted priority assigned to the preference categories; rather, within each grade level, students will be drawn from pools beginning with all applicants who qualify for the first preference category, and shall continue with that preference category until all vacancies within that grade level have been filled. If there are more students in a preference category than there are spaces available, a random drawing will be held from within that preference category until all available spaces are filled. If all students from the preference category have been selected and there are remaining spaces available in that grade level, students from the second preference category will be drawn in the lottery, and the drawing shall continue until all spaces are filled and preference categories are exhausted in the order provided above.

WAIT-LIST

At the conclusion of the public random drawing, all students who were not granted admission due to capacity shall be given the option to put their name on a wait-list according to their draw in the lottery. This wait-list will allow students the option of enrollment in the case of an opening during the current school year. In no circumstance will a wait-list carry over to the following school year.

ELEMENT I: FINANCIAL AUDIT

Governing Law: The manner in which annual, independent, financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority. Education Code Section 47605(b)(5)(I).

An annual independent financial audit of the books and records of Pacific Collegiate School will be conducted as required by Education Code Sections 47605(b)(5)(I) and 47605(m). The books and records of Pacific Collegiate School will be kept in accordance with generally accepted accounting principles and, as required by applicable law, the audit will employ generally accepted accounting procedures. The audit shall be conducted in accordance with applicable provisions within the California Code of Regulations governing audits of charter schools as published in the State Controllers K-12 Audit Guide.

The PCS Finance committee will select an independent auditor through a request for proposal format. The auditor will have, at a minimum, a CPA and educational institution audit experience and approved by the State Controller on its published list as an educational audit provider. To the extent required under applicable federal law, the audit scope will be expanded to include items and processes specified in applicable Office of Management and Budget Circulars.

The annual audit will be completed and forwarded to the County, the State Controller, and to the CDE by the 15th of December of each year. The Head of School, along with the Finance committee, will review any audit exceptions or deficiencies and report to the Pacific Collegiate School Board of Directors with recommendations on how to resolve them. The Board will submit a report to the County describing how the exceptions and deficiencies have been or will be resolved to the satisfaction of the County along with an anticipated timeline for the same. Appeals or requests for summary review shall be submitted to the Education Audit Appeals Panel. The independent financial audit of the Pacific Collegiate School is public record to be provided to the public upon request.

Pursuant to Education Code Section 47604.3, Pacific Collegiate School will promptly respond to all reasonable inquiries, including, but not limited to inquiries regarding its financial records from the County. Pacific Collegiate School will automatically submit all financial reports required under Education Code Section 47604.33 and 47605(m). Pacific Collegiate School recognizes the right of the County to conduct random inspections of Pacific Collegiate School pursuant to Education Code Section 47607.

ELEMENT J: SUSPENSION AND EXPULSION PROCEDURES

***Governing Law:** The procedures by which pupils can be suspended or expelled from the charter school for disciplinary reasons or otherwise involuntarily removed from the charter school for any reason. These procedures, at a minimum, shall include an explanation of how the charter school will comply with federal and state constitutional procedural and substantive due process requirements that is consistent with all of the following:*

(i) For suspensions of fewer than 10 days, provide oral or written notice of the charges against the pupil and, if the pupil denies the charges, an explanation of the evidence that supports the charges and an opportunity for the pupil to present the pupil's side of the story.

(ii) For suspensions of 10 days or more and all other expulsions for disciplinary reasons, both of the following:

(I) Provide timely, written notice of the charges against the pupil and an explanation of the pupil's basic rights.

(II) Provide a hearing adjudicated by a neutral officer within a reasonable number of days at which the pupil has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel or an advocate.

(iii) Contain a clear statement that no pupil shall be involuntarily removed by the charter school for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five school days before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil's parent or guardian or, if the pupil is a foster child or youth or a homeless child or youth, the pupil's educational rights holder, and shall inform the pupil, the pupil's parent or guardian, or the pupil's educational rights holder of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil's parent, guardian, or educational rights holder initiates the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until the charter school issues a final decision. For purposes of this clause, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii). Education Code Section 47605(b)(5)(J).

POLICY

Students shall not be suspended or expelled for academic failure. Students shall only be suspended or expelled for violations described in the PCS Pupil Suspension and Expulsion Policy.

This Pupil Suspension and Expulsion Policy has been established in order to promote learning and protect the safety and well-being of all students at Pacific Collegiate School. In creating this policy, Pacific Collegiate School has reviewed Education Code Section 48900 *et seq.* which describes the non-charter schools' list of offenses and procedures to establish its list of offenses and procedures for suspensions and expulsions. The language that follows closely mirrors the language of Education Code Section 48900 *et seq.* Pacific Collegiate School is committed to annual review of policies and procedures surrounding suspensions and expulsions and, as

necessary, modification of the lists of offenses for which students are subject to suspension or expulsion.

When the Policy is violated, it may be necessary to suspend or expel a student from regular classroom instruction. This policy shall serve as Pacific Collegiate School's policy and procedures for student suspension and expulsion and it may be amended from time to time without the need to amend the charter so long as the amendments comport with legal requirements. Pacific Collegiate School staff shall enforce disciplinary rules and procedures fairly and consistently among all students. This Policy and its Procedures will be printed and distributed as part of the Student Handbook and will clearly describe discipline expectations. 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 the 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 school property.

Pacific Collegiate School administration shall ensure that students and their parents/guardians are notified in writing upon enrollment of all discipline and involuntary removal policies and procedures. The notice shall state that school policies and procedures are available in the student handbook, on our website, and by request at the Head of School's office.

Suspended or expelled students shall be excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion.

A student identified as an individual with disabilities or for whom Pacific Collegiate School has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities Education Improvement Act of 2004 or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to general education students except when federal and state law mandates additional or different procedures. Pacific Collegiate School will follow all applicable federal and state laws including but not limited to the Education Code, when imposing any form of discipline on a student identified as an individual with disabilities or for whom Pacific Collegiate School has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students.

No student shall be involuntarily removed by the Charter School for any reason unless the parent or guardian of the student has been provided written notice of intent to remove the student no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the student or the student's parent or guardian or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder, and shall inform him or her of the basis for which the pupil is being involuntarily removed and his or her right to request a hearing to challenge the involuntary removal. If a parent, guardian, or educational rights holder requests a hearing, the Charter School shall utilize the same hearing procedures specified below for expulsions, before the effective date of the action to involuntarily remove the student. If the student's parent, guardian, or educational rights holder requests a hearing, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include removals for misconduct which may be grounds for suspension or expulsion as enumerated below.

PROCEDURES

A. Grounds for Suspension and Expulsion of Students

A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at any time including but not limited to: a) while on school grounds; b) while going to or coming from school; c) during the lunch period, whether on or off the school campus; d) during, going to, or coming from a school-sponsored activity.

B. Enumerated Offenses

1. Discretionary Suspension Offenses. Students may be suspended for any of the following acts when it is determined the pupil:
 - a. Caused, attempted to cause, or threatened to cause physical injury to another person.
 - b. Willfully used force or violence upon the person of another, except self-defense.
 - c. Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind.
 - d. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
 - e. Committed or attempted to commit robbery or extortion.
 - f. Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
 - g. Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
 - h. Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil.
 - i. Committed an obscene act or engaged in habitual profanity or vulgarity.
 - j. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
 - k. Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties.
 - l. Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.

- m. Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- n. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- o. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- p. Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, “hazing” means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, “hazing” does not include athletic events or school-sanctioned events.
- q. Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this section, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family’s safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or his or her immediate family.
- r. Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual’s academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- s. Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- t. Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating

substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.

- u. Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
 - i. “Bullying” means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
 1. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student’s or those students’ person or property.
 2. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
 3. Causing a reasonable student to experience substantial interference with his or her academic performance.
 4. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
 - ii. “Electronic Act” means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
 1. A message, text, sound, video, or image.
 2. A post on a social network application or web site including, but not limited to:
 - a. Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
 - b. Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. “Credible impersonation” means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that

another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.

- c. Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. “False profile” means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.

3. An act of cyber sexual bullying.

- a. For purposes of this clause, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
- b. For purposes of this clause, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
- c. Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

- v. A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1)(a)-(b).

- w. Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Head of School or designee’s concurrence.

2. Non-Discretionary Suspension Offenses: Students must be suspended and recommended for expulsion for any of the following acts when it is determined the pupil:

- a. Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Head of School or designee's concurrence.
 - b. Brandishing a knife at another person.
 - c. Unlawfully selling a controlled substance listed in Health and Safety Code Section 11053, et seq.
 - d. Committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900(n).
3. Discretionary Expellable Offenses: Students may be recommended for expulsion for any of the following acts when it is determined the pupil:
- a. Caused, attempted to cause, or threatened to cause physical injury to another person.
 - b. Willfully used force or violence upon the person of another, except self-defense.
 - c. Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
 - d. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
 - e. Committed or attempted to commit robbery or extortion.
 - f. Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
 - g. Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
 - h. Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil.
 - i. Committed an obscene act or engaged in habitual profanity or vulgarity.
 - j. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
 - k. Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
 - l. Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.

- m. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- n. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- o. Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, “hazing” means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, “hazing” does not include athletic events or school-sanctioned events.
- p. Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this section, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family’s safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or his or her immediate family.
- q. Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual’s academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- r. Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- s. Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.

- t. Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
 - i. “Bullying” means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
 - 1. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student’s or those students’ person or property.
 - 2. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
 - 3. Causing a reasonable student to experience substantial interference with his or her academic performance.
 - 4. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
 - ii. “Electronic Act” means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
 - 1. A message, text, sound, video, or image.
 - 2. A post on a social network application or Internet Web site including, but not limited to:
 - a. Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
 - b. Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. “Credible impersonation” means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.

- c. Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. “False profile” means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
 - 3. An act of cyber sexual bullying.
 - a. For purposes of this clause, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
 - b. For purposes of this clause, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
 - iii. Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
 - u. A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (3)(a)-(b).
 - v. Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Head of School or designee’s concurrence.
- 4. Non-Discretionary Expellable Offenses: Students must be recommended for expulsion for any of the following acts when it is determined pursuant to the procedures below that the pupil:
 - a. Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Head of School or designee’s concurrence.

- b. Brandishing a knife at another person.
- c. Unlawfully selling a controlled substance listed in Health and Safety Code Section 11053, et seq.
- d. Committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900(n)

If it is determined by the Administrative Panel and/or Board of Directors that a student has brought a firearm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or dangerous device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994. In such instances, the pupil shall be provided due process rights of notice and a hearing as required in this policy.

The term “firearm” means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.

The term “destructive device” means (A) any explosive, incendiary, or poison gas, including but not limited to: (i) bomb, (ii) grenade, (iii) rocket having a propellant charge of more than four ounces, (iv) missile having an explosive or incendiary charge of more than one-quarter ounce, (v) mine, or (vi) device similar to any of the devices described in the preceding clauses.

C. Suspension Procedure

Suspensions shall be initiated according to the following procedures:

1. Conference

Suspension shall be preceded, if possible, by a conference conducted by the Head of School or the Head of School’s designee with the student and his or her parent and, whenever practical, the teacher, supervisor or Pacific Collegiate School employee who referred the student to the Head of School or designee.

The conference may be omitted if the Head of School or designee determines that an emergency situation exists. An “emergency situation” involves a clear and present danger to the lives, safety or health of students or Pacific Collegiate School personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student’s right to return to school for the purpose of a conference.

At the conference, the pupil shall be informed of the reason for the disciplinary action and the evidence against him or her and shall be given the opportunity to present his or her version and evidence in his or her defense, in accordance with Education Code Section 47605(b)(5)(J)(i). This conference shall be held within two school days, unless the pupil waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization. No penalties may be imposed on a pupil for failure of the pupil’s parent or guardian to attend a conference with Pacific Collegiate School officials. Reinstatement of the suspended pupil shall not be contingent upon attendance by the pupil’s parent or guardian at the conference.

2. Notice to Parents/Guardians

At the time of the suspension, an administrator or designee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense committed by the student. In addition, the notice may also state the date and time when the student may return to school. If Pacific Collegiate School officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

3. Suspension Time Limits/Recommendation for Expulsion

Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension. Upon a recommendation of expulsion by the Head of School or Head of School's designee, the pupil and the pupil's guardian or representative will be invited to a conference to determine if the suspension for the pupil should be extended pending an expulsion hearing. This determination will be made by the Head of School or designee upon either of the following: 1) the pupil's presence will be disruptive to the education process; or 2) the pupil poses a threat or danger to others. Upon either determination, the pupil's suspension will be extended pending the results of an expulsion hearing. In such instances when the Charter School has determined a suspension period shall be extended, such extension shall be made only after a conference is held with the pupil or the pupil's parents, unless the pupil and the pupil's parents fail to attend the conference.

D. Authority to Expel

As required by Education Code Section 47605(b)(5)(J)(ii), students recommended for expulsion are entitled to a hearing adjudicated by a neutral officer to determine whether the student should be expelled. The procedures herein provide for such a hearing and the notice of said hearing, as required by law.

A student may be expelled either by the neutral and impartial Pacific Collegiate School Board following a hearing before it or by the Pacific Collegiate School Board upon the recommendation of a neutral and impartial Administrative Panel, to be assigned by the Board as needed. The Administrative Panel shall consist of at least three members who are certificated and neither a teacher of the pupil nor a Board member of the Pacific Collegiate School Board. Each entity shall be presided over by a designated neutral hearing chairperson. The Administrative Panel may recommend expulsion of any student found to have committed an expellable offense, and the Board of Directors shall make the final determination.

E. Expulsion Procedures

Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. Unless postponed for good cause, the hearing shall be held within thirty (30) school days after the Head of School or designee determines that the pupil has committed an expellable offense.

In the event an Administrative Panel hears the case, it will make a recommendation to the Board for a final decision whether to expel. The hearing shall be held in closed session (complying with all pupil confidentiality rules under FERPA) unless the pupil makes a written request for a public

hearing in open session three (3) days prior to date of the scheduled hearing.

Written notice of the hearing shall be forwarded to the student and the student's parent/guardian at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the pupil. The notice shall include:

1. The date and place of the expulsion hearing;
2. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based;
3. A copy of the Charter School's disciplinary rules which relate to the alleged violation;
4. Notification of the student's or parent/guardian's obligation to provide information about the student's status at the Charter School to any other school district or school to which the student seeks enrollment;
5. The opportunity for the student and/or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor;
6. The right to inspect and obtain copies of all documents to be used at the hearing;
7. The opportunity to confront and question all witnesses who testify at the hearing;
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

F. Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses

Pacific Collegiate School may, upon a finding of good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations that shall be examined only by Pacific Collegiate School or the hearing officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the pupil.

- a. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive five days notice of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in the hearing at the time he/she testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.
- b. Pacific Collegiate School must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
- c. At the discretion of the entity conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which he or she may leave the hearing room.
- d. The entity conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
- e. The entity conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours he/she is normally in school, if there is no good cause to

take the testimony during other hours.

f. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the entity presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The entity conducting the hearing may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.

g. If one or both of the support persons is also a witness, Pacific Collegiate School must present evidence that the witness' presence is both desired by the witness and will be helpful to Pacific Collegiate School. The person presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising his or her discretion to remove a person from the hearing whom he or she believes is prompting, swaying, or influencing the witness.

h. The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.

i. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the pupil being expelled, the complaining witness shall have the right to have his/her testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.

j. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the person conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstance can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

G. Record of Hearing

A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.

H. Presentation of Evidence

While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Administrative Panel to expel must be supported by substantial evidence that the student committed an expellable offense. Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible,

no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses of whom the Board or Administrative Panel determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the expelled pupil, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public.

The decision of the Administrative Panel shall be in the form of written findings of fact and a written recommendation to the Board who will make a final determination regarding the expulsion. The final decision by the Board shall be made within ten (10) school days following the conclusion of the hearing. The decision of the Board is final.

If the Administrative Panel decides not to recommend expulsion, the pupil shall immediately be returned to his/her educational program.

I. Written Notice to Expel

The Head of School or designee, following a decision of the Board to expel, shall send written notice of the decision to expel, including the Board's adopted findings of fact, to the student or parent/guardian. This notice shall also include the following: (a) Notice of the specific offense committed by the student; and (b) Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with Pacific Collegiate School.

The Head of School or designee shall send a copy of the written notice of the decision to expel to the authorizer. This notice shall include the following: (a) The student's name; and (b) The specific expellable offense committed by the student.

J. Disciplinary Records

Pacific Collegiate School shall maintain records of all student suspensions and expulsions at the Charter School. Such records shall be made available to the authorizer upon request.

K. No Right to Appeal

The pupil shall have no right of appeal from expulsion from Pacific Collegiate School as the Pacific Collegiate School Board of Director's decision to expel shall be final.

L. Expelled Pupils/Alternative Education

Parents/guardians of pupils who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within the County or their school district of residence. Pacific Collegiate School shall work cooperatively with parents/guardians as requested by parents/guardians or by the school district of residence to assist with locating alternative placements during expulsion.

M. Rehabilitation Plans

Students who are expelled from Pacific Collegiate School shall be given a rehabilitation plan upon expulsion as developed by the Board at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission.

The rehabilitation plan should include a date not later than one year from the date of expulsion when the pupil may reapply to Pacific Collegiate School for readmission.

N. Readmission

The decision to readmit a pupil or to admit a previously expelled pupil from another school district or charter school shall be in the sole discretion of the Board following a meeting with the Head of School or designee and the pupil and parent/guardian or representative to determine whether the pupil has successfully completed the rehabilitation plan and to determine whether the pupil poses a threat to others or will be disruptive to the school environment. The Head of School or designee shall make a recommendation to the Board following the meeting regarding his or her determination. The Board shall then make a final decision regarding readmission during the closed session of a public meeting, reporting out any action taken during closed session consistent with the requirements of the Brown Act. The pupil's readmission is also contingent upon Pacific Collegiate School's capacity at the time the student seeks readmission.

O. Notice to Teachers

The Charter School shall notify teachers of each pupil who has engaged in or is reasonably suspected to have engaged in any of the acts listed in Education Code Section 49079 and the corresponding enumerated offenses set forth above.

P. Special Procedures for the Consideration of Suspension and Expulsion of Students with Disabilities

1. Notification of SELPA

Pacific Collegiate School shall immediately notify the SELPA and coordinate the procedures in this policy with the SELPA of the discipline of any student with a disability or student who the Pacific Collegiate School or SELPA would be deemed to have knowledge that the student had a disability.

2. Services During Suspension

Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting (which could constitute a change of placement and the student's IEP would reflect this change), and to progress toward meeting the goals set out in the child's IEP/504 Plan; and receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

3. Procedural Safeguards/Manifestation Determination

Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, Pacific Collegiate School, the parent, and relevant members of the IEP/504 Team shall review all relevant information in the student's file, including the child's IEP/504 Team, any teacher observations, and any relevant information provided by the parents to determine:

- a. If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
- b. If the conduct in question was the direct result of the local educational agency's failure to implement the IEP/504 Plan.

If Pacific Collegiate School, the parent, and relevant members of the IEP/504 Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.

If Pacific Collegiate School, the parent, and relevant members of the IEP/504 Team make the determination that the conduct was a manifestation of the child's disability, the IEP/504 Team shall:

- a. Conduct a functional behavioral assessment and implement a behavioral intervention plan for such child, provided that Pacific Collegiate School had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;
- b. If a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and
- c. Return the child to the placement from which the child was removed, unless the parent and Pacific Collegiate School agree to a change of placement as part of the modification of the behavioral intervention plan.

If Pacific Collegiate School, the parent, and relevant members of the IEP/504 Team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a direct result of the failure to implement the IEP/504 Plan, then Pacific Collegiate School may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

4. Due Process Appeals

The parent of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination, or Pacific Collegiate School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings or by utilizing the dispute provisions of the 504 Policy and Procedures.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent or Pacific Collegiate School, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer in accordance with state and federal law, including 20 U.S.C. Section 1415(k), until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, unless the parent and Pacific Collegiate School agree

otherwise.

In accordance with 20 U.S.C. Section 1415(k)(3), if a parent/guardian disagrees with any decision regarding placement, or the manifestation determination, or if the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, the parent/guardian or Charter School may request a hearing.

In such an appeal, a hearing officer may: (1) return a child with a disability to the placement from which the child was removed; or (2) order a change in placement of a child with a disability to an appropriate interim alternative educational setting for not more than 45 school days if the hearing officer determines that maintaining the current placement of such child is substantially likely to result in injury to the child or to others.

5. Special Circumstances

Pacific Collegiate School personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a child with a disability who violates a code of student conduct.

The Head of School or designee may remove a student to an interim alternative educational setting for not more than forty-five (45) school days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

- a. Carries or possesses a weapon, as defined in 18 USC 930, to or at school, on school premises, or to or at a school function;
- b. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or
- c. Has inflicted serious bodily injury, as defined by 20 USC 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

6. Interim Alternative Educational Setting

The student's interim alternative educational setting shall be determined by the student's IEP/504 Team.

7. Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been identified as an individual with disabilities pursuant to IDEA and who has violated the Pacific Collegiate School's disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if Pacific Collegiate School had knowledge that the student was disabled before the behavior occurred.

Pacific Collegiate School shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

- a. The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to Pacific Collegiate School supervisory or administrative personnel, or to one of the child's teachers, that the student is in need of special education or related services.
- b. The parent has requested an evaluation of the child.
- c. The child's teacher, or other Pacific Collegiate School personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or to other Pacific Collegiate School supervisory personnel.

If Pacific Collegiate School knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEA-eligible children with disabilities, including the right to stay-put.

If Pacific Collegiate School had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. Pacific Collegiate School shall conduct an expedited evaluation if requested by the parents; however, the student shall remain in the education placement determined by Pacific Collegiate School pending the results of the evaluation.

Pacific Collegiate School shall not be deemed to have knowledge that the student had a disability if the parent has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

ELEMENT K: RETIREMENT SYSTEMS

Governing Law: The manner by which staff members of the charter schools will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security. Education Code Section 47605(b)(5)(K).

Eligible employees at Pacific Collegiate School are covered by the State Teachers' Retirement System. Eligible employees at Pacific Collegiate School are covered by the Public Employees' Retirement System, and/or Social Security, as appropriate to the position. The PCS Senior Business Administrator is responsible for ensuring that appropriate arrangements for retirement coverage are made for all employees.

ELEMENT L: ATTENDANCE ALTERNATIVES

Governing Law: The public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools. Education Code Section 47605(b)(5)(L).

No student may be required to attend Pacific Collegiate School. Students who reside within the County who choose not to attend Pacific Collegiate School may attend school at their home district according to district policy or at another school district or school within the County through the district's intra- and inter-district transfer policies. Parents and guardians of each student enrolled in Pacific Collegiate School will be informed on admissions forms that students have no right to admission in a particular school of a local education agency as a consequence of enrollment in Pacific Collegiate School, except to the extent that such a right is extended by the local education agency.

ELEMENT M: EMPLOYEE RETURN RIGHTS

Governing Law: The rights of an employee of the school district upon leaving the employment of the school district to work in a charter school, and of any rights of return to the school district after employment at a charter school. Education Code Section 47605(b)(5)(M).

No public school district or County employee shall be required to work at Pacific Collegiate School. Employees of a district or County who choose to leave the employment to work at Pacific Collegiate School will have no automatic rights of return to the district or County after employment by Pacific Collegiate School unless specifically granted by the district or County through a leave of absence or other agreement. Pacific Collegiate School employees shall have any right upon leaving the district or County to work in Pacific Collegiate School that the district or County may specify, any rights of return to employment in a school district after employment in Pacific Collegiate School that the district may specify, and any other rights upon leaving employment to work in Pacific Collegiate School that the district or County determines to be reasonable and not in conflict with any law.

Sick or vacation leave or service credit from a district or County will not transfer nor accrue to Pacific Collegiate School. Employment by Pacific Collegiate School provides no rights of employment at any other entity, including any rights in the case of closure of Pacific Collegiate School.

ELEMENT N: DISPUTE RESOLUTION

Governing Law: The procedures to be followed by the charter school and the chartering authority to resolve disputes relating to provisions of the charter. Education Code Section 47605(b)(5)(N).

Pacific Collegiate School and the County will be encouraged to attempt to resolve any disputes with the County amicably and reasonably without resorting to formal procedures.

In the event of a dispute between Pacific Collegiate School and the County, Pacific Collegiate School staff, employees and Board members of Pacific Collegiate School and the County agree to first frame the issue in written format (“dispute statement”) and to refer the issue to the County Superintendent and Head of School of Pacific Collegiate School, or their respective designees. In the event that the County Board believes that the dispute relates to an issue that could lead to revocation of the charter in accordance with Education Code Section 47607, Pacific Collegiate School requests that this shall be noted in the written dispute statement, although it recognizes it cannot legally bind the County to do so. However, participation in the dispute resolution procedures outlined in this section shall not be interpreted to impede or act as a pre-requisite to the County’s ability to proceed with revocation in accordance with Education Code Section 47607 and its implementing regulations.

The Head of School and Superintendent, or their respective designees, shall informally meet and confer in a timely fashion to attempt to resolve the dispute, not later than 5 business days from receipt of the dispute statement. In the event that this informal meeting fails to resolve the dispute, both parties shall identify two Board members from their respective boards who shall jointly meet with the Superintendent and the Head of School of Pacific Collegiate School, or their respective designees, and attempt to resolve the dispute within 15 business days from receipt of the dispute statement.

If this joint meeting fails to resolve the dispute, the Superintendent and the Head of School, or their respective designees, shall meet to jointly identify a neutral third party mediator to engage the Parties in a mediation session designed to facilitate resolution of the dispute. The format of the mediation session shall be developed jointly by the Superintendent and the Head of School, or their respective designees. Mediation shall be held within sixty business days of receipt of the dispute statement. The costs of the mediator shall be split equally between the County and Pacific Collegiate School. If mediation does not resolve the dispute either party may pursue any other remedy available under the law. All timelines and procedures in this section may be revised upon mutual written agreement of the County and Pacific Collegiate School.

INTERNAL DISPUTES

Internal disputes shall be handled in accordance with complaint policies and procedures as adopted by the Board of Directors, including a Uniform Complaint Policy and Procedures. Pacific Collegiate School requests that any complaints received by the County concerning internal matters of the school be promptly forwarded to the Pacific Collegiate School for processing in accordance with the school’s complaint policies and procedures.

ELEMENT O: CLOSURE PROCEDURES

Governing Law: The procedures to be used if the charter school closes. The procedures shall ensure a final audit of the charter school to ensure the disposition of all assets and liabilities of the charter school, including disposing of any net assets and for the maintenance and transfer of pupil records. Education Code Section 47605(b)(5)(O).

We do not expect PCS to close. Closure of Pacific Collegiate School will be documented by official action of the Board of Directors. The action will identify the reason for closure. The official action will also identify an entity and person or persons responsible for closure-related activities.

The Charter School will promptly notify parents and students of Pacific Collegiate School, the Santa Cruz County Office of Education, Pacific Collegiate School's SELPA, the retirement systems in which Pacific Collegiate School's employees participate (e.g., Public Employees' Retirement System, State Teachers' Retirement System, and federal social security), and the California Department of Education of the closure as well as the effective date of the closure. This notice will also include the name(s) of and contact information for the person(s) to whom reasonable inquiries may be made regarding the closure; the pupils' school districts of residence; and the manner in which parents/guardians may obtain copies of pupil records, including specific information on completed courses and credits that meet graduation requirements.

The Charter School will ensure that the notification to the parents and students of Pacific Collegiate School of the closure provides information to assist parents and students in locating suitable alternative programs. This notice will be provided promptly following the Board's decision to close Pacific Collegiate School.

The Charter School will also develop a list of pupils in each grade level and the classes they have completed, together with information on the pupils' districts of residence, which it will provide to the entity responsible for closure-related activities.

As applicable, Pacific Collegiate School will provide parents, students and the County Office of Education with copies of all appropriate student records and will otherwise assist students in transferring to their next school. All transfers of student records will be made in compliance with the Family Educational Rights and Privacy Act ("FERPA") 20 U.S.C. § 1232g. Pacific Collegiate School will ask the County Office of Education to store original records of Pacific Collegiate School students. All student records of Pacific Collegiate School shall be transferred to the County upon closure. Where possible, Pacific Collegiate School will deliver student records to the returning district or school, if applicable. If the County will not or cannot store the records, Pacific Collegiate School shall work with the County Office of Education to determine a suitable alternative location for storage.

All state assessment results, special education records, and personnel records will be transferred to and maintained by the entity responsible for closure-related activities in accordance with applicable law.

As soon as reasonably practicable, Pacific Collegiate School will prepare final financial records. Pacific Collegiate School will also have an independent audit completed within six months after

closure. Pacific Collegiate School will pay for the final audit. The audit will be prepared by a qualified Certified Public Accountant selected by Pacific Collegiate School and will be provided to the County promptly upon its completion. The final audit will include an accounting of all financial assets, including cash and accounts receivable and an inventory of property, equipment, and other items of material value, an accounting of the liabilities, including accounts payable and any reduction in apportionments as a result of audit findings or other investigations, loans, and unpaid staff compensation, and an assessment of the disposition of any restricted funds received by or due to Pacific Collegiate School.

Pacific Collegiate School will complete and file any annual reports required pursuant to Education Code section 47604.33.

On closure of Pacific Collegiate School, all assets of Pacific Collegiate School, including but not limited to all leaseholds, personal property, intellectual property and all ADA apportionments and other revenues generated by students attending Pacific Collegiate School, remain the sole property of the nonprofit corporation. Upon the dissolution of the nonprofit public benefit corporation, all net assets shall be distributed to another public school that satisfies the requirements of paragraphs (a) through (e) of section III.A of Notice 2015-07 issued by the Internal Revenue Service and the Treasury Department entitled “Relief for Certain Participants in § 414(d) Plans” or any final regulations implementing 26 U.S.C. § 414(d) or to a State, political subdivision of a State, or agency or instrumentality thereof. Any assets acquired from the County or County property will be promptly returned upon Pacific Collegiate School closure to the County. The distribution shall include return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law, as appropriate, which may include submission of final expenditure reports for entitlement grants and the filing of any required Final Expenditure Reports and Final Performance Reports, as well as the return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted.

On closure, Pacific Collegiate School shall remain solely responsible for all liabilities arising from the operation of Pacific Collegiate School.

As Pacific Collegiate School is operated as a non-profit public benefit corporation, should the corporation dissolve with the closure of Pacific Collegiate School, the Board will follow the procedures set forth in the California Corporations Code for the dissolution of a non-profit public benefit corporation and file all necessary filings with the appropriate state and federal agencies.

As specified by the Budget in **Appendix M**, Pacific Collegiate School will utilize the reserve fund to undertake any expenses associated with the closure procedures identified above.

MISCELLANEOUS PROVISIONS

CHARTER TERM

The term of this charter renewal shall be from July 1, 2020 to June 30, 2025.

Severability

The terms of this charter are severable. In the event that any of the provisions are determined to be unenforceable, or invalid for any reason, the remainder of the charter shall remain in effect, unless mutually agreed otherwise by the Santa Cruz County Board of Education and the Pacific Collegiate School Board of Directors.

Communications

All official communications between Pacific Collegiate School and its Board, and the Santa Cruz County Board of Education, will be sent via First Class Mail or other appropriate means to the following address:

Pacific Collegiate School
3004 Mission Street
Santa Cruz, CA 95060

Facilities

Governing Law: The facilities to be utilized by the charter school. The description of facilities to be used by the charter school shall specify where the charter school intends to locate. Education Code Section 47605(g).

PCS leases a 47,000 square foot facility at 3004 Mission Street, Santa Cruz, owned by the Pacific Collegiate Foundation.

The facility has 30 classrooms, including specially designed rooms for science, visual and performing arts, and technology classrooms. There will also be a large space for performances and gatherings, a library, administrative offices, staff workrooms, conference rooms, and all necessary additional spaces to maintain a safe and effective learning environment. In particular, ample space has been included to allow students to congregate, eat, collaborate, and socialize. This includes a large indoor student center with adjoining exterior deck, and multiple exterior seating areas. Field, gym space, and theater space will be provided off site to support extracurricular activities.

ADMINISTRATIVE SERVICES

Governing Law: The manner in which administrative services of the charter school are to be provided. Education Code Section 47605(g).

PCS currently contracts with Charter Impact for administrative and financial assistance including, but not limited to, financial management, accounts payable/receivable, payroll, and

human resources.

POTENTIAL CIVIL LIABILITY EFFECTS

Governing Law: Potential civil liability effects, if any, upon the charter school and upon the school district. Education Code Section 47605(g).

PCS is operated as a California non-profit public benefit corporation. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code and California Revenue and Taxation Code Section 23701(d).

Pursuant to Education Code Section 47604(d), an authority that grants a charter to a charter school operated by or as a non-profit public benefit corporation shall not be liable for the debts or obligations of the charter school or for claims arising from the performance of acts, errors or omissions by the charter school if the authority has complied with all oversight responsibilities required by law. PCS shall work diligently to assist the County in meeting any and all oversight obligations under the law, including monthly meetings, reporting, or other County-requested protocol to ensure the County shall not be liable for the operation of PCS.

Further, PCS and the County shall enter into a memorandum of understanding, wherein PCS shall indemnify the County for the actions of PCS under this charter.

The corporate bylaws of PCS provide for indemnification of the PCS Board of Directors, officers, agents, and employees, and PCS shall maintain general liability insurance, Board Members and Officers insurance, and fidelity bonding to secure against financial risks.

PCS shall maintain general liability, workers compensation, and other necessary insurance of the types and in the amounts required for an enterprise of similar purpose and circumstance. Insurance amounts are determined by recommendation of the County and PCS's insurance company for schools of similar size, location, and student population. The County shall be named an additional insured on the general liability insurance of PCS.

The PCS Board of Directors institutes appropriate risk management practices as discussed herein, including screening of employees, establishing codes of conduct for students, and dispute resolution.

BUDGETS AND FINANCIAL STATEMENTS

Governing Law: The petitioner or petitioners also shall be required to provide financial statements that include a proposed first-year operational budget, including startup costs, and cash flow and financial projections for the first three years of operation. Education Code Section 47605(g).

Attached, as **Appendix M**, please find Pacific Collegiate School's three-year budget and cash-flow, including budget assumptions and projections. These documents are based upon the best data available to PCS at this time.

PCS shall provide reports to the County in accordance with Education Code Section 47604.33 as follows and shall provide additional fiscal reports as requested by the County:

1. By July 1, a preliminary budget for the current fiscal year.
2. By July 1, an annual update (LCAP) required pursuant to Education Code Section 47606.5.
3. By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. Additionally, on December 15, a copy of Pacific Collegiate School's annual, independent financial audit report for the preceding fiscal year shall be delivered to the State Controller, State Department of Education and County Superintendent of Schools.
4. By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31.
5. By September 15, a final non-audited report from the full prior year. The report submitted to the County shall include an annual statement of all the Pacific Collegiate School's receipts and expenditures for the preceding fiscal year and the School's balance sheet.

APPENDICES

APPENDIX A: STUDENT ACHIEVEMENT DATA

LONGITUDINAL AP DATA (2015-2019)

	2015	2016	2017	2018	2019
Total AP Students	200	197	211	216	224
Number of Exams	420	409	412	423	433
AP Students with Scores 3+	183	173	168	193	188
% of Total AP students with 3+	91.5	87.8	79.6	89.4	83.9

AP SCORES SNAPSHOT (2019)

Score	Art Hist	Biol.	Calc BC	Chem	Comp Sci A	Eng Lang Comp	Eng Lit Comp	Fren Lang	Macr Econ	Phys 1	Phys 2	Span Lang	Stat	Stu Art Draw	US Gov Pol	US Hist	World Hist	Total Exams	% of Total Exams
1					1	1										9		11	2.5%
2	3	10	16		2	11	3	1			5	3	3		1	15	15	88	20.3%
3	8	26	6	1	4	20		4			8	11	5	2	1	28	16	140	32.3%
4	1	17	8	1	2	15	1			1	4	8	4	1		24	26	113	26.1%
5	1	4	6	3	3	13	2	1	1		6	3	1	1		13	23	81	18.7%
Total	13	57	36	5	12	60	6	6	1	1	23	25	13	4	2	89	80	433	100%

Longitudinal AP Data by Courses Offered (2015-2019)

Art History	2015	2016	2017	2018	2019
1					
2	3	1			3
3	9				8
4	5	1			1
5	1	1			1
Total Exams	18	3			13
Mean Score	3.11	3.67			3.00

Biology	2015	2016	2017	2018	2019
1		1			
2	5	11	4	3	10
3	20	19	15	21	26
4	32	15	22	24	17
5	5	8	7	15	4
Total Exams	62	54	48	63	57
Mean Score	3.6	3.33	3.67	3.81	3.26

Calculus BC	2015	2016	2017	2018	2019
1	5	8	5		
2	2	4	11	11	16
3	15	6	9	14	6
4	7	10	18	4	8
5	7	5	7	7	6
Total Exams	36	33	50	36	36
Mean Score	3.25	3.00	3.22	3.19	3.11

Chemistry	2015	2016	2017	2018	2019
1					
2				1	
3		1			1
4		3		3	1
5		1			3
Total Exams		5		4	5
Mean Score		4.00		3.50	4.40

Chinese Language and Culture	2015	2016	2017	2018	2019
1					
2					
3	1				
4					
5				3	
Total Exams	1			3	
Mean Score	3.00			5.00	

Comp Sci A	2015	2016	2017	2018	2019
1	1	1	1	2	1
2	1	1	4		2
3	3	4	4	3	4
4	2	8	6	11	2
5	7	1	2	3	3
Total Exams	14	15	17	19	12
Mean Score	3.93	3.47	3.24	3.68	3.33

English Language and Composition	2015	2016	2017	2018	2019
1	1		1	1	1
2	6	7	8	10	11
3	14	20	16	13	20
4	30	23	16	27	15
5	14	21	18	19	13
Total Exams	65	71	59	70	60
Mean Score	3.77	3.82	3.71	3.76	3.47

English Literature	2015	2016	2017	2018	2019
1					
2	6	3	1	3	3
3	16	3		1	
4	9	3	2	2	1
5	1		1	1	2
Total Exams	32	9	4	7	6
Mean Score	3.16	3.00	3.75	3.14	3.33

French	2015	2016	2017	2018	2019
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1					
2	1				1
3	4	6	1	5	4
4	3		1	2	
5	1	1	2	1	1
Total Exams	9	7	4	8	6
Mean Score	3.44	3.29	4.25	3.50	3.17

1					
2					
3			1		
4	3		4		
5	3		1		
Total Exams	6		6		
Mean Score	4.5		4.00		

Latin	2015	2016	2017	2018	2019
1					
2	1	1		2	
3	1	2		1	
4	1			1	
5		1	1	1	
Total Exams	3	4	1	5	
Mean Score	3.00	3.25	5.00	3.2	

Physics 1	2015	2016	2017	2018	2019
1			4	3	
2		2	5	2	
3		7	2	3	
4		19	5	5	1
5		3	1	4	
Total Exams		31	17	17	1
Mean Score		3.74	2.65	3.29	4.00

Music Theory	2015	2016	2017	2018	2019
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Physics 2	2015	2016	2017	2018	2019
1					
2					5
3			11		8
4			5		4
5			4		6
Total Exams			20		23
Mean Score			3.65		3.48

Spanish	2015	2016	2017	2018	2019
1					
2		1	1	1	3
3	3	4	5	7	11
4	7	4	8	9	8
5	3	6	5	2	3
Total Exams	13	15	19	19	25
Mean Score	4.00	4.00	3.89	3.63	3.44

Statistics	2015	2016	2017	2018	2019
1		2			
2	4	4	2	1	3
3	4	4	9	2	5
4	5		3	3	4
5	4	2		3	1
Total Exams	17	12	14	9	13
Mean Score	3.53	2.67	3.07	3.89	3.23

Studio Art	2015	2016	2017	2018	2019
1					
2					
3	4		1		2
4				1	1
5			2	1	1
Total Exams	4		3	2	4
Mean Score	3.00		4.33	4.5	3.75

World History	2015	2016	2017	2018	2019
1	3	1	5	4	
2	7	5	17	14	15
3	28	11	20	29	16
4	28	32	38	24	26
5	12	19	8	11	23
Total Exams	78	68	88	82	80
Mean Score	3.5	3.93	3.31	3.29	3.71

US History	2015	2016	2017	2018	2019
1	1	3	2	4	9
2	10	14	7	10	15
3	22	17	21	19	28
4	23	23	21	25	24
5	7	16	17	11	13
Total Exams	63	73	68	69	89
Mean Score	3.4	2.48	3.65	3.42	3.19

SAT Scores by Cohort and Subgroup (2018, 2019)

Cohort	Total Mean Score	ERW Mean Score	Math Mean Score
2019	1272	642	629
- <i>Males</i>	1320	653	667
- <i>Females</i>	1223	632	591
- <i>White</i>	1306	664	642
- <i>Hispanic/Latino</i>	1148	571	577
- <i>Fee reduction</i>	1128	562	567
- <i>No fee reduction</i>	1298	657	641
2018	1353	676	677
- <i>Males</i>	1401	685	716
- <i>Females</i>	1316	668	648
- <i>White</i>	1358	684	674
- <i>Hispanic/Latino</i>	*	*	*
- <i>Fee reduction</i>	*	*	*
- <i>No fee reduction</i>	1355	674	681

** Data not provided for this subgroup by College Board in 2018*

CAASPP Performance - PCS and Santa Cruz County Comparison (2015-2018)

Longitudinal Comparison: CAASPP ELA and Math Scores of All PCS (7th, 8th, 11th grade test participants) and peers in Santa Cruz County and Santa Cruz City Schools

% of Students who Met or Exceeded Standards						
	ELA - All Students (Grades 7, 8, 11)			Math - All Students (Grades 7, 8, 11)		
Year	PCS	SCCS	County	PCS	SCCS	County
2018	86.15	59.75	45.96	77.07	41.34	34.33
2017	85.88	59.28	44.79	76.43	41.58	32.95
2016	80	60	45	69	44	33
2015	80	62	43	73	43	32

Longitudinal Comparison: CAASPP ELA and Math Scores of PCS significant subgroups (White, Hispanic/Latino) and similar subgroups in Santa Cruz County Schools

ELA	% Met/Exceeded Standard			
	PCS		SC County	
Year	White	Hispanic/Latino	White	Hispanic/Latino
2018	88.47	70.27	67.38	30.48
2017	86.39	79.48	66.71	28.52
2016	81	76	67	29
2015	79	66	65	27

Math	% Met/Exceeded Standard			
	PCS		SC County	
Year	White	Hispanic/Latino	White	Hispanic/Latino
2018	77.9	64.86	54.08	19.73
2017	77.48	64.1	52.97	17.89
2016	68	71	55	18
2015	76	57	53	17

APPENDIX B: CALIFORNIA DASHBOARD REPORTS

SCHOOL PERFORMANCE OVERVIEW

Pacific Collegiate Charter

Explore the performance of Pacific Collegiate Charter under California's Accountability System.



School Details

Optional Narrative Summary

Completed By Pacific Collegiate Charter

PCS is an independent public charter school open to any student in 7th through 12th grade seeking a rigorous college preparatory education. Our aim is to prepare our graduates for the rigor of college-level work while we celebrate their personal and academic accomplishments in an open and inclusive community of learners.

NAME
Pacific Collegiate Charter

ADDRESS
3004 Mission Street
Santa Cruz, CA 95060-6225

WEBSITE
<http://www.pacificcolleg...>

GRADES SERVED
7-12

PACIFIC COLLEGIATE CHARTER

Student Population

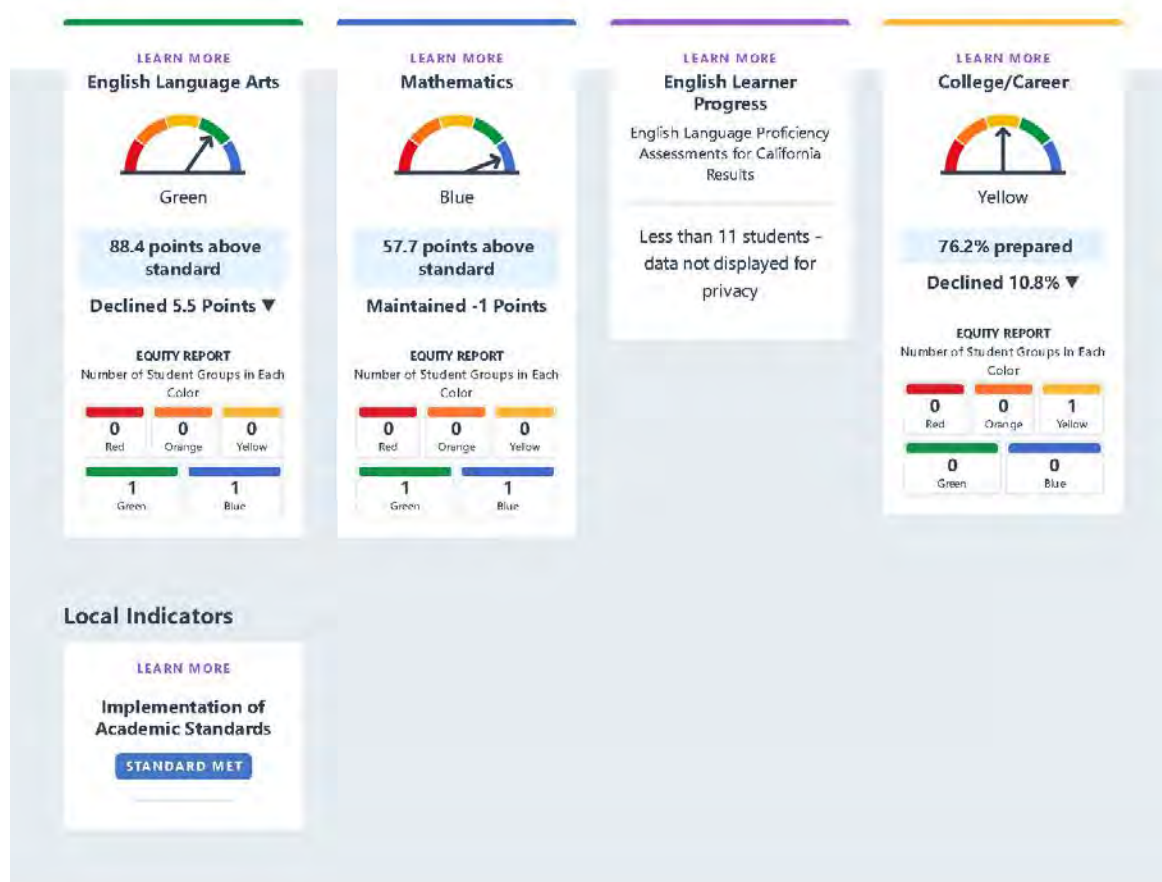
Explore information about this school's student population.



PACIFIC COLLEGIATE CHARTER

Academic Performance

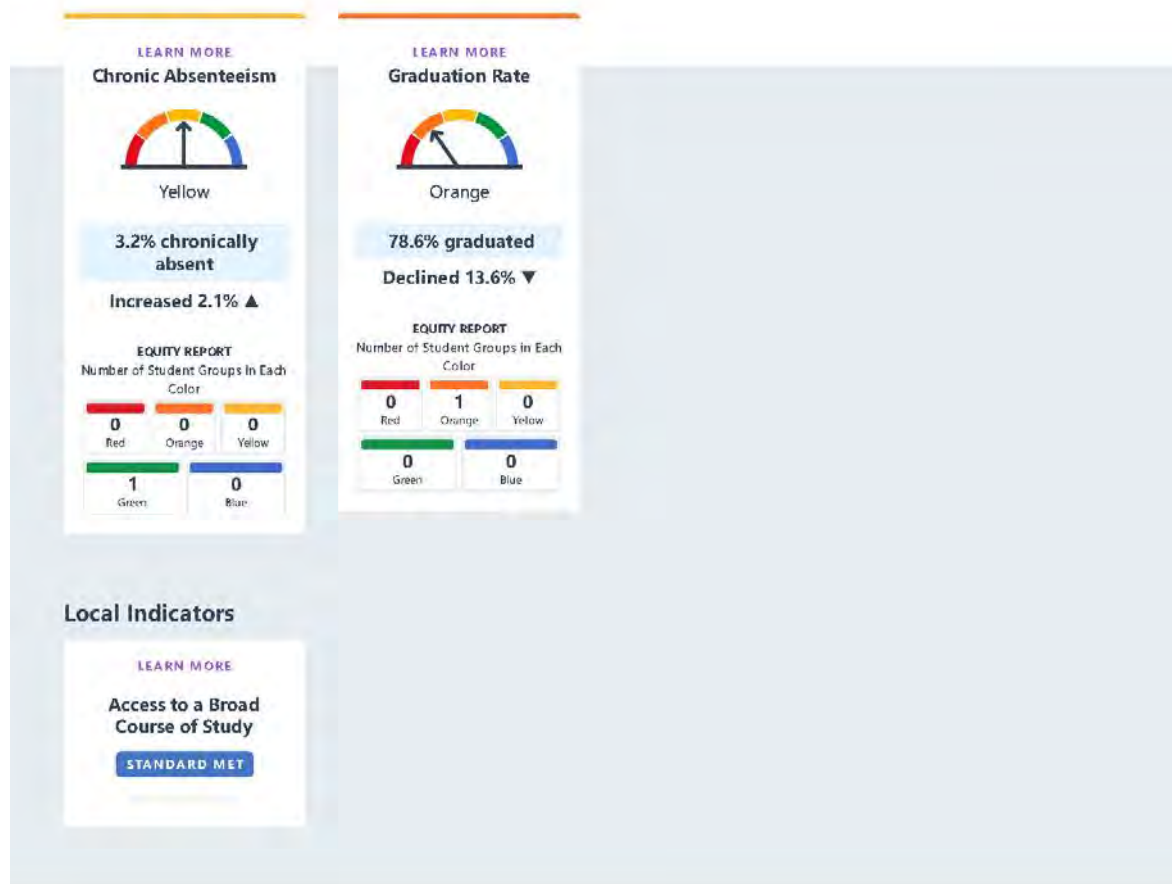
View Student Assessment Results and other aspects of school performance.



PACIFIC COLLEGIATE CHARTER

Academic Engagement

See information that shows how well schools are engaging students in their learning.

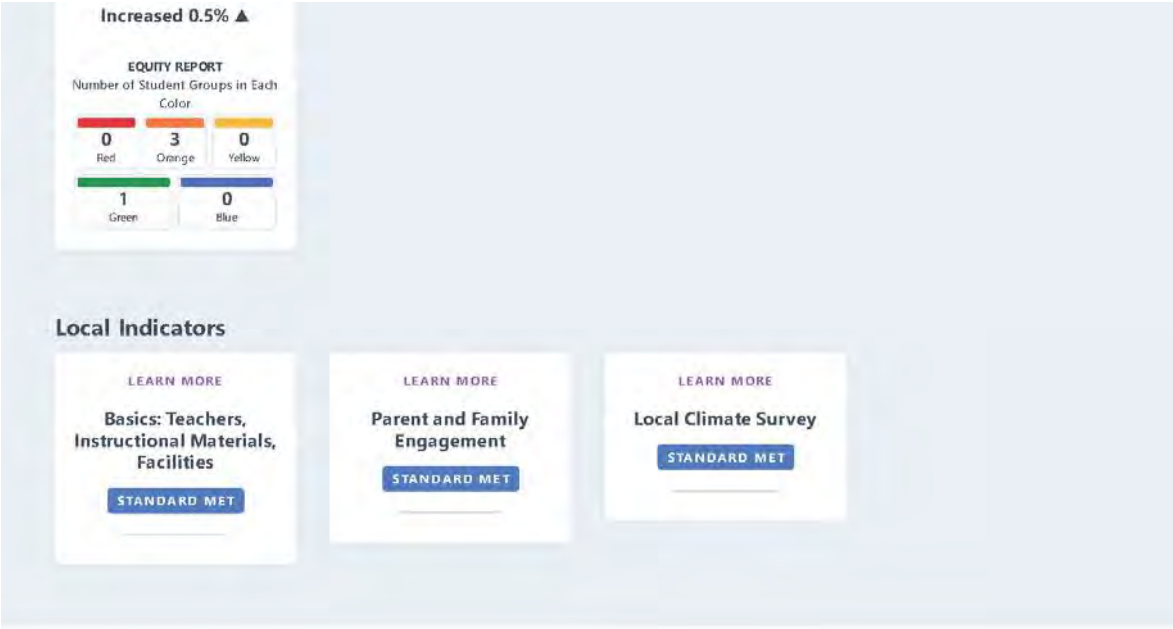


PACIFIC COLLEGIATE CHARTER

Conditions & Climate

View data related to how well schools are providing a healthy, safe and welcoming environment.





APPENDIX C: MASTER SCHEDULE OF CLASSES

Teacher	Period 1	Period 2	Period 3	Period 4	Period 5	Period 6
Alley		Graphic&Design, Rm 159	Video Production, Rm 159	Graphic&Design, Rm 159	Video Production, Rm 159	Graphic&Design, Rm 159
Levy	Dance/Adv Dance, Rm 214					
Calame	Music 1/Band, Rm 3	AP Music Theory, Rm 3		Music 3/Symph/Strings 2, Rm 3	Mus 3/Jazz, Rm 3	Music 2, Rm 3
Flood	AP US Hist, Rm 215	Current Events, Rm 215	AP US Hist, Rm 215	AP US Hist, Rm 215	AP US Hist, Rm 215	
Chapman	Science 7, Rm 221		Science 7, Rm 221	Science 7, Rm 260		Science 7, Rm 260
Chen			Chinese 4/AP, Rm 134	Chinese 3, Rm 134	Chinese 1, Rm 134	Chinese 2, Rm 134
Cohn		History 7, Rm 125	History 7, Rm 125	History 7, Rm 125	History 7, Rm 125	
Conley	Science 8, Rm 260	Science 8, Rm 260	Science 8, Rm 260		Science 8, Rm 260	
Cross			Pre-Algebra, Rm 127	Pre-Algebra, Rm 127	Pre-Algebra, Rm 127	Pre-Algebra, Rm 127
Daniels	Study Skills, Rm 231	Study Skills, Rm 231		Study Skills, Rm 231	Study Skills, Rm 231	
DeCaporale	Amer Lit Hr, Rm 213	English 10, Rm 213		English 10, Rm 213	English 10, Rm 213	English 10, Rm 213
Dennis		Directed Studies, Rm 160	Directed Studies, Rm 160	Directed Studies, Rm 160	Directed Studies, Rm 160	Directed Studies, Rm 160
Dunn	English 7, Rm 117		English 7, Rm 117		English 7, Rm 117	
Eskenazi		Algebra 1, Rm 117		AP Statistics, Rm 117		AP Statistics, Rm 117
Friend	World Hist. Med 9, Rm TBD	Ethics & Evil, Rm TBD				
Garrett	Pre-Calc & Trig, Rm 135	Pre-Calc & Trig, Rm 135		AP Calculus , Rm 135	Multivariable Calc, Rm 135	AP Calculus , Rm 135
Gorski		Perform. Arts, Rm 214 (Sem. 1)	Drama 2, Rm 214	Drama 3/Adv Drama, Rm 214	Drama 1, Rm 214	Drama 1, Rm 214
Hughes	Chorus Womens., Rm 227	Perform. Arts, Rm 227 (Sem. 2)	Chorus-Mixed, Rm 227			
Hunt	Adv. Topics, Rm 125		Rhetoric & Oratory, Rm 132		Rhetoric & Oratory, Rm 132	
Hutchison	AP Spanish, Rm 133	Spanish 1, Rm 133	AP Spanish, Rm 133	Spanish 1, Rm 133		Spanish 1, Rm 133
J. Kelly	AP World Hist. Rm 123		History 9, Rm 123	AP US Hist, Rm 123	History 9, Rm 123	History 9, Rm 123
M. Kelly	Latin 1, Rm 114	AP Latin, Rm 114	History 8, Rm 114	Latin 2, Rm 114	History 8, Rm 114	Latin 3, Rm 114
Klein		English 9, Rm 115		English 9, Rm 116		
Koens	Geometry, Rm 121	Geometry, Rm 121		Algebra 2, Rm 121	Geometry, Rm 121	Geometry, Rm 121
Lai	AP Computer Sc, Rm 116	Algebra 2, Rm 116	AP Computer Sc, Rm 116		Algebra 2, Rm 116	Algebra 2, Rm 116
Leake	Art 1, Rm 155	Art 3, Rm 155	Art 1, Rm 155	StudioArt/AP Studio, Rm 155	Art 2, Rm 155	
Marentette	Concept. Phy., Rm 225		AP Physics 1/C, Rm 225	Pre-Calculus, Rm 225	AP Physics 1/C, Rm 225	Pre-Calculus, Rm 225
Marshall	AP French, Rm 119	French 1, Rm 119	French 2, Rm 119	French 3, Rm 119		
McGann	Adv Comp Science, Rm 159					
Messoloras						Art 1, Rm 155
Michael		Concept. Phy., Rm 221		Concept. Phy., Rm 221	Concept. Phy., Rm 221	Concept. Phy., Rm 221
Perera	AP Eng. Lit., Rm 132	AP Eng. Lit., Rm 132		AP Eng. Lit., Rm 132		AP Eng. Lit., Rm 132
Rall	Spanish 2, Rm 134					
Roth	English 9, Rm 233	AP Eng. Lang., Rm 233	English 9, Rm 233		AP Eng Lang, Rm 233	AP Eng. Lang, Rm 233
Ruckle		AP World, Rm 235	AP World, Rm 235	History 8, Rm 235	Constitution/AP Gov't, Rm 235	History 8, Rm 235
Sauceda		Spanish 2, Rm 131	Spanish 3, Rm 131	Spanish 2, Rm 131	Spanish 3, Rm 131	
Silva	English 8, Rm 211	English 8, Rm 211	English 8, Rm 211	English 8, Rm 211		English 7, Rm 211
Summerrill	Algebra 1, Rm 115		Intro to Engineer., Rm 231	Algebra 1, Rm 115	Algebra 1, Rm 115	Algebra 1, Rm 115
Walters	AP Environmental, Rm 255		AP Biology, Rm 255	AP Biology, Rm 255	AP Biology, Rm 255	AP Biology, Rm 255
Winter	Chemistry, Rm 251	AP Chemistry, Rm 251	Chemistry, Rm 251		Chemistry, Rm 251	Chemistry, Rm 251

APPENDIX D: BELL SCHEDULE AND INSTRUCTIONAL MINUTES

Pacific Collegiate School Schedule

Monday	Tuesday	Wednesday	Thursday	Friday
Period 1 8:15 – 9:12	Period 1 8:15 – 10:00	Period 2 8:15 – 10:00	Period 1 8:15 – 10:00	
Period 2 9:17 - 10:17				Period 2 9:00 – 10:45
Break 10:17 - 10:27	Seminar 10:05 – 10:45	Tutorial 10:05 – 10:45	Tutorial 10:05 – 10:45	
Period 3 10:32 - 11:29	Break 10:45 - 10:55	Break 10:45 - 10:55	Break 10:45 - 10:55	Break 10:45 - 10:55
Period 4 11:34 - 12:31	Period 3 11:00 - 12:45	Period 4 11:00 - 12:45	Period 3 11:00 - 12:45	Period 4 11:00 - 12:45
Lunch 12:31 - 1:11	Lunch 12:45 - 1:25	Lunch 12:45 - 1:25	Lunch 12:45 - 1:25	Lunch 12:45 - 1:25
Period 5 1:16 - 2:13	Period 5 1:30 - 3:15	Period 6 1:30 - 3:15	Period 5 1:30 - 3:15	Period 6 1:30 - 3:15
Period 6 2:18 - 3:15				

	Grades	Grades
Year: 2019-20	4-8	9-12
Required Minutes	54,000	64,800
Non-Block Days		
<i>Total Daily Minutes</i>		
Daily Start Time	8:15	8:15
Daily End Time (use 24 hour clock)	15:15	15:15
Subtotal Minutes	420	420
<i>Non-Instructional Minutes</i>		
Break	10	10
Lunch	40	40
Subtotal Non-Instructional Minutes	50	50
Subtotal Minutes Per Non-Block Day	370	370
Non-Block Days Per Year	31	31
Subtotal Annual Minutes on Non-Block Days	11,470	11,470
Block Days		
<i>Total Daily Minutes</i>		
Daily Start Time	8:15	8:15
Daily End Time	15:15	15:15
Subtotal Minutes	420	420
<i>Non-Instructional Minutes</i>		
Break	10	10
Lunch	40	40
Subtotal Non-Instructional Minutes	50	50
Total Minutes Per Block Day	370	370
Block Days Per Year	109	109
Subtotal Annual Minutes on Block Days	40,330	40,330
Fridays		
<i>Total Daily Minutes</i>		
Daily Start Time	9:00	9:00
Daily End Time	15:15	15:15
Subtotal Minutes	375	375
<i>Non-Instructional Minutes</i>		
Break	10	10
Lunch	40	40
Subtotal Non-Instructional Minutes	50	50
Total Minutes Per Fridays	325	325
Fridays Per Year	35	35
Subtotal Annual Minutes on Fridays	11,375	11,375
Finals Days		
<i>Total Daily Minutes</i>		
Daily Start Time	8:15	8:15
Daily End Time	13:50	13:50
Subtotal Minutes	335	335
<i>Non-Instructional Minutes</i>		
Break		
Lunch	25	25
Subtotal Non-Instructional Minutes	25	25
Total Minutes Per Finals Day	310	310
Final Days Per Year	6	6

Subtotal Annual Minutes on Final Days	1,860	1,860
Last Day		
Total Daily Minutes		
Daily Start Time	9:00	9:00
Daily End Time	11:00	11:00
Subtotal Minutes	120	120
<i>Non-Instructional Minutes</i>		
Recess		
Lunch		
Subtotal Non-Instructional Minutes	0	0
Total Minutes Per Last Day	120	120
Last Day Per Year	1	1
Subtotal Annual Minutes on Last Day	120	120
Total Annual Instructional Minutes	65,155	65,155
Amount Above (Below) Minimum	11,155	355.00
© 2005-19 CSDC		

Total Number of Days	182	182
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APPENDIX E: ACADEMIC CALENDAR

Pacific Collegiate School
2019 - 2020

P (831)479-7785
F (831)427-5254

Email—pcs@pcsed.org
www.pacificcollegiate.com

Start & End of School In-Service Holiday Non Block Day GP Ends Finals

July (0)

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August (13)

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September (20)

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October (23)

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November (16)

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December (14)

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

86

January (18)

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February (19)

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

March (22)

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April (17)

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May (20)

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June (0)

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

96 (182 TOTAL)

APPENDIX F: STUDENT SUPPORT SYSTEMS AND FLOW CHART

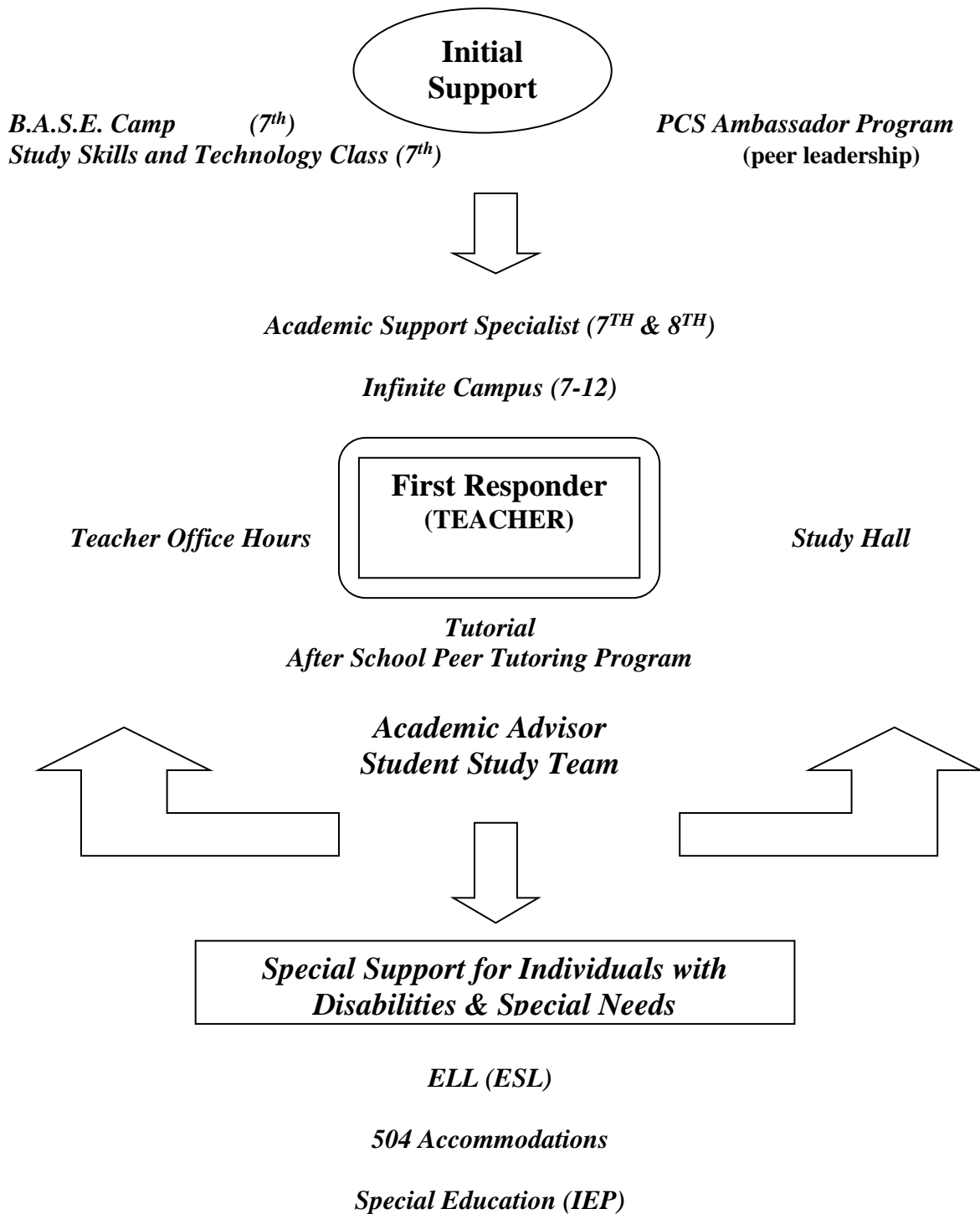
Pacific Collegiate School

Student Support Systems

Revised: September 2019

<u>Component</u>	<u>Why Needed?</u>	<u>What Does It Look Like?</u>	<u>Results</u>
Counseling	Academic and/or social needs, past counseling history, teacher and/or parent request.	Counseling - individual or group; academic support, mentoring.	Student success.
Student Support Team	Students are at-risk academically or behaviorally.	Discussion of academic and behavioral progress. Identification and implementation of intervention, e.g., as peer tutoring or counseling referral.	Results in increased home to school communication, academic or behavioral contract.
B.A.S.E. Camp	There is a need for support in academic study skills.	Incoming 7 th graders are welcomed to the world of PCS, their peers and the academic requirements/skills needed before school starts.	Students begin the year connected to the learning environment and prepared to focus on academics.
Monthly Grade Level Meetings	Students are at-risk socially and academically.	Staff uses grade level meeting to identify and share concerns about students	Academic tutoring or counseling; referrals to peer tutoring or counselors
SARB	Students are truant	Review of attendance records, family situation, grades.	Phone calls, letters home, use of County Office SARB process
Study Hall	Students want study time during regularly scheduled school hours.	Self-selected students bring own work and resources to the class	Study hour with adult support available
Tutorial	Students can benefit from access to teachers during the school day.	Students are self-directed in how they use their time to get help from teachers and peers, or to get work done for their classes.	Students have more balance in their daily schedule and have more access to teachers and peer tutors.
Peer Tutoring	Students are at-risk academically	We pair a struggling student with an older peer mentor to help with homework and concept attainment.	Students meet and create a five week schedule for tutoring and support..
Organizational Support for All Students	Students need access to class assignments.	Various support systems are in place to help students keep track of assignments, e.g., course syllabi, online calendars, & study skills class (week & month at a glance), student planners, Canvas updates.	Students learn organizational skills.
After-school Study Hall	Students need time to complete assignments.	Self-selected students bring own work and resources to the library after regularly-scheduled school hours.	Study hour with adult support available
504 Accommodations	Students are identified as having a disability that affects academic performance and require accommodations.	504 Coordinator meets with parents and staff to review 504 plan and inform stakeholders of their responsibilities	Students are provided accommodations; teachers implement appropriate instructional strategies
Special Education Services	Student has been identified as a student with disability and requires intensive specialized academic instruction.	Students receive instruction and support during regular school hours based on their IEP (Individual Education Plan).	Student programs are compliant with federal law and CA Ed Code. All PCS requirements for graduation remain. Services are provided until no longer needed or student graduates.
English Language Learners	Students need support with academic English language.	ELPAC (English Language Proficiency Assessment in California) is administered to identify students as English Learners or reclassified English Proficient.	Student progress and access to curriculum is monitored and supported.
Study Skills and Technology Class	Students need support in developing study skills	Additional support throughout the full year in form of a 7 th grade regularly scheduled class	Continued academic support
Academic Support Specialist	Students need emotional and social support; organizational and planning skills	Individual meetings are held to Canvas, student planner, work on organization/ planning skills and emotional and social support is offered	Student success

SUPPORT SERVICES AT PCS



APPENDIX G: ARTICLES OF INCORPORATION, BYLAWS, AND CONFLICT OF INTEREST CODE

**State of California
Secretary of State**

CERTIFICATE OF STATUS

ENTITY NAME:

PACIFIC COLLEGIATE SCHOOL

FILE NUMBER: C2072249
FORMATION DATE: 05/21/1998
TYPE: DOMESTIC NONPROFIT CORPORATION
JURISDICTION: CALIFORNIA
STATUS: ACTIVE (GOOD STANDING)

I, DEBRA BOWEN, Secretary of State of the State of California,
hereby certify:

The records of this office indicate the entity is authorized to
exercise all of its powers, rights and privileges in the State of
California.

No information is available from this office regarding the financial
condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate
and affix the Great Seal of the State of
California this day of September 03, 2010.

Debra Bowen

DEBRA BOWEN
Secretary of State

2072249

ARTICLES OF INCORPORATION

of

PACIFIC COLLEGIATE SCHOOL

FILED
in the office of the Secretary of State
of the State of California

MAY 21 1998

Bill Jones
BILL JONES, Secretary of State

I.

The name of the corporation is Pacific Collegiate School.

II.

This corporation is a nonprofit PUBLIC BENEFIT CORPORATION and is not organized for the private gain of any person. It is organized under the California Nonprofit Public Benefit Corporation Law for charitable purposes. The specific purpose for which this corporation is organized is to manage, operate, guide, direct and promote Pacific Collegiate School, and such other educational activities as the Board of Directors may define from time to time.

III.

The name and address of the corporation's initial agent for service of process is:

Catharine Gill
111 John Street
Santa Cruz, California 95060.

IV.

- A. The corporation is organized and operated exclusively for educational purposes within the meaning of Internal Revenue Code Section 501(c)(3).
- B. Notwithstanding any other provision of these Articles of Incorporation, the corporation shall not carry on any other activities not permitted to be carried on (1) by a corporation exempt from federal income tax under Internal Revenue Code Section 501(c)(3) or (2) by a corporation, the contributions to which are deductible under Internal Revenue Code Section 170(c)(2).
- C. No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the

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corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.

V.

The name and address of the person appointed to act as the initial director of this corporation is:


Gregory T. Powell, Esq.
1309 Greenwood Avenue
San Carlos, CA 94070.

VI.

The property of this corporation is irrevocably dedicated to educational purposes meeting the requirements of Section 214 of the California Revenue and Taxation Code, and no part of the net income or assets of the organization shall ever inure to the benefit of any director, trustee, officer or member thereof or to the benefit of any private person.

In the event of the dissolution of the corporation for any reason, any assets of the corporation remaining after compliance with applicable provisions of the California Corporation Code shall be distributed by the corporation to a nonprofit fund, foundation, or corporation which is organized and operated exclusively for educational purposes meeting the requirements of Section 214 of the California Revenue and Taxation Code, and which has established its tax-exempt status under Section 501(c)(3) of the Internal Revenue Code.

Dated: May 21, 1998


Gregory T. Powell, Esq., Director

I, the above mentioned incorporating director of this corporation, hereby declare that I am the person who executed the foregoing Articles of Incorporation, which execution is my act and deed.


Gregory T. Powell, Esq., Director

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PACIFIC COLLEGIATE SCHOOL BYLAWS

Approved May 6, 2015
Effective July 1, 2015

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ARTICLE I OFFICES

Section 1.1 Principal Office

The corporation's principal office shall be fixed and located at such place within Santa Cruz County, California as the Board of Directors ("Board" or "Board of Directors") shall determine. The Board is granted full power and authority to change the principal office from one location to another within the County of Santa Cruz, California.

Section 1.2 Change of Address

The county of the corporation's principal office can be changed only by amendment of these Bylaws and not otherwise. The Board may, however, change the corporation's principal office from one location to another within the named county by noting the changed address and effective date below, and such changes shall not be deemed an amendment of these Bylaws; the Secretary shall note any change in principal office and effective date below:

New address:_____Effective Date:_____

New address:_____Effective Date:_____

Section 1.3 Other Offices

The corporation may also have offices at such other places within the State of California as the Board may, from time to time, designate.

ARTICLE II PURPOSES

Section 2.1 Specific and General Purpose

The specific and general purposes of the corporation are described in its Articles of Incorporation.

ARTICLE III MEMBERSHIP

Section 3.1 No Members

The corporation shall have no members. The rights which would otherwise vest in the members shall vest in the Directors ("Directors") of the corporation called Pacific Collegiate School ("PCS"). Actions which would otherwise by law require approval by a majority of all members or approval by the members shall require only approval of the Board of Directors.

ARTICLE IV BOARD OF DIRECTORS

Section 4.1 General Powers

The Board of Directors shall conduct and direct the affairs of the corporation and exercise its powers, subject to the limitations of the California Corporations Code, the Articles of Incorporation, these Bylaws, and only those provisions of the California Education Code specifically regulating California Charter Schools. The Board may delegate the management of the activities of the corporation to others, so long as the affairs of the corporation are managed, and its powers are exercised, under the Board's ultimate jurisdiction. No assignment, referral or delegation of authority by the Board or anyone acting under such delegation shall preclude the Board from exercising full authority over the conduct of the corporation's activities, and the Board may rescind any such assignment, referral or delegation at any time.

Section 4.2 Specific Powers

Without prejudice to its general powers, but subject to the same limitations set forth above, the Board shall have the following powers enumerated in these Bylaws, and permitted by law:

- A. To elect and remove Directors;
- B. To select and remove all of the Officers, agents and employees of the corporation; to prescribe powers and duties for them which are not inconsistent with the law, and to fix their compensation;
- C. To conduct, manage and control the affairs and activities of the corporation, and to make rules and regulations which are not inconsistent with the law, the corporation's Articles of Incorporation or these Bylaws, as it deems best;
- D. To assume any obligations, enter into any contracts or other instruments, and do any and all other things incidental or expedient to the attainment of any corporate purpose;
- E. To carry on a business at a profit and apply any profit that results from the business activity to any activity in which the corporation may lawfully engage;
- F. To act as Director under any trust incidental to the corporation's purposes, and to receive, hold, administer, exchange and expend funds and property subject to such a trust;
- G. To acquire real or personal property, by purchase, exchange, lease, gift, devise, bequest, or otherwise, and to hold, improve, lease, sublease, mortgage, transfer in trust, encumber, convey or otherwise dispose of such property;
- H. To borrow money and incur indebtedness for the purpose of the corporation, and to cause to be executed and delivered therefore, in the corporate name, promissory notes, bonds, debentures,

deeds of trust, mortgages, pledges, hypothecations and other evidences of debt and securities therefore;

I. To indemnify and maintain insurance on behalf of any of its Directors, Officers, employees or agents for liability asserted against or incurred by such person in such capacity or arising out of such person's status as such, subject to the provisions of the California Corporations Code and the limitations noted in these Bylaws;

J. To carry out such other duties as are described in the Charter; and

K. To conduct meetings of the PCS Board in accordance with the Brown Act.

Section 4.3 Number of Directors

The number of Directors of the corporation shall be not less than seven (7) nor more than seventeen (17). The Board shall fix the exact number of Directors, within these limits.

Section 4.4 Election of Directors

A. The Board shall elect all Directors, whether due to vacancy, completion of term of office, or otherwise, by the vote of a majority of the Directors then in office, whether or not the number of Directors in office is sufficient to constitute a quorum, or by the sole remaining Director.

B. The Vice President of the Board shall serve as the chair of an annual nominations committee, if needed. Nominations for open Director Positions shall be solicited from the parent community and may be extended to the wider community. A nominations committee will interview applicants for Director Positions and make a recommendation to the Board on Director Nominees. Directors may be selected for a variety of reasons including, but not limited to, the following:

- i) the specific set of skills the applicant brings to the Board;
- ii) the applicant's commitment to the PCS vision; and
- iii) the applicant's ability to commit his or her time to PCS Board activities.

C. The Board may, in its discretion, elect any person who it believes will serve the interests of the corporation faithfully and effectively. In addition to other candidates, the Board may consider the following nominees:

- i) A parent of an active PCS student who is designated by the parent club (hereinafter, "Parent Representative"); and
- ii) An alumna or alumnus of PCS (hereinafter, "Alumni Representative").

D. Any person being compensated by the corporation for services rendered to it within the previous twelve (12) months, whether as a full-time or part-time employee, independent contractor or otherwise, shall not be a member of the Board. The corporation's reasonable reimbursement of a person's actual and necessary expenses while conducting corporation

business shall not be deemed “compensation” for purposes of this provision.

E. The Board shall elect Directors at the Annual Meeting for that year, or at a Regular Meeting designated for that purpose, or at a Special Meeting called for that purpose. Cumulative voting for the election of Directors shall not be permitted. The candidates receiving the highest number of votes up to the number of Directors to be elected shall be elected. Each Director shall cast one vote for each Director to be elected. The vote or abstention of each Board member present shall be publicly reported.

Section 4.5 Advisors to the Board

A. The PCS Principal/Superintendent shall act as an advisor and staff to the Board and shall attend all Board meetings. The PCS Principal/Superintendent shall not be a Director and shall not vote.

B. A PCS teacher, selected by the PCS Faculty and Staff, shall act as an advisor to the Board and shall attend all Board meetings. The PCS teacher so selected shall not be a Director and shall not vote.

Section 4.6 Term of Office

A. The term of office for Directors shall be three years.

B. When Director Elected to Fill Vacancy. The term of office of a Director elected to fill a vacancy begins on the date of the Director’s election and continues:

- i) for the balance of the unexpired term in the case of a vacancy created because of the resignation, removal, or death of a Director; or
- ii) for the term specified by the Board in the case of a vacancy resulting from the increase in the number of Directors authorized.

C. When Number of Directors Reduced. A Director’s term of office shall not be shortened by any reduction in the number of Directors resulting from amendment of the Articles of Incorporation or these Bylaws, or other Board action without his or her consent.

D. Maximum Continuous Term. No Director, other than a Director serving as a corporate Officer, may serve for more than six (6) consecutive years.

E. No Extension by Amendment. A Director’s term of office shall not be extended beyond that term for which the Director was elected by amendment of the Articles of Incorporation or these Bylaws, or other Board action.

Section 4.7 Removal of Director by the Board

The Board may remove a Director with or without cause by vote of a majority of the Directors then in office.

Section 4.8 Resignation by Director

Any Director may resign by giving written notice to the Board, the President or the Secretary. The resignation is effective upon the giving of notice, or at any later date specified in the notice. If the resignation is effective at a future time, a successor may be selected before such time to take office when the resignation becomes effective. Subject to the provisions of Section 5226 of the California Corporations Code, no Director may resign if the Director's resignation would leave the corporation without a duly elected Director in charge of its affairs without first giving notice to the California Attorney General.

Section 4.9 Vacancies

A. A vacancy on the Board shall exist:

- i) upon the completion of term, death, loss of legal capacity, resignation or removal of any Director; and
- ii) when the number of authorized Directors is increased.

B. The Board may declare vacant the office of a Director who has been removed under Section 4.7.

C. A vacancy shall be filled in the same manner as provided in Section 4.4., except that if the number of Directors remaining falls below the number required for a quorum, Directors may be elected by a vote of a majority of the then remaining Directors at a regular or special meeting of the Board, or by a sole remaining Director.

Section 4.10 Compensation of Director

Directors shall serve without compensation. However, the Board may approve reasonable reimbursement of a Director's actual and necessary expenses while conducting corporation business.

Section 4.11 Executive Committee

The purpose of the Executive Committee is to make decisions needed to facilitate day to day operations of the school in order to prevent significant hardships which might occur if decisions are delayed until a full Board meeting.

A. Executive Committee membership includes all PCS Board of Director Officers: President; Vice President; Secretary; and Treasurer.

B. The Executive Committee will meet between regular Board meetings to make decisions in case of emergencies or special circumstances.

C. The Executive Committee will inform the full Board after it meets, following previously

established guidelines, and include the reason for meeting and agenda items discussed.

D. Decisions made by the Executive Committee will carry the same weight as a vote by the full Board.

ARTICLE V MEETINGS OF THE BOARD

Section 5.1 Place of Meetings

Board meetings shall be held at the corporation's principal office or at any other reasonably convenient place as the Board may designate from time to time. Any meeting, annual, regular or special, may be held by conference telephone or similar communications equipment, so long as:

- i) all Directors and the public participating in such meeting can hear each other;
- ii) a quorum of the Board participates from locations within the Board's jurisdiction;
- iii) all votes taken during a teleconference meeting are by roll call;
- iv) the agenda indicates that members of the public attending a meeting conducted via teleconference need not give their name when entering the conference call; and
- v) the meeting otherwise complies with the Brown Act.

Section 5.2 Annual Meetings

An Annual Meeting shall be held in June of each year for the purpose of electing Directors, making and receiving reports on corporate affairs, and transacting other business as comes before the Board.

Section 5.3 Regular Meetings

Regular Meetings shall be held at least monthly except for the month of July and notice shall be provided in accordance with the Brown Act.

Section 5.4 Special Meetings

A. Special meetings of the Board for any purpose may be called at any time by the President of the Board, or by a majority of the Board of Directors, and such meetings shall be held at the place designated by the person or persons calling the meeting and in the absence of such designation, at the corporation's principal office.

B. Special meetings of the Board may be held after twenty-four (24) hours' notice and posting in accordance with the Brown Act.

C. Any such notice shall be addressed or delivered to each Director at the Director's email address as it is shown on the records of the corporation or as may have been given to the

corporation by the Director for purposes of notice.

Section 5.5 Adjournment

A majority of the Directors present at a meeting, whether or not a quorum, may adjourn the meeting to another time and place. Notice of such adjournment to another time or place shall be given prior to the time scheduled for the continuation of the meeting to Directors who were not present at the time of the adjournment, and to the public in accordance with the Brown Act.

Section 5.6 Director's Duty to Register Address

Directors shall have the duty to register their postal addresses with the Secretary of the corporation, and notices of meetings mailed to them at such addresses shall be valid notices thereof. Directors may also elect to register their electronic ("e-mail") addresses with the Secretary of the corporation and, if they so elect, notices of meetings sent by e-mail to them at such addresses shall be valid notices thereof.

Section 5.7 Contents of Notice

Notice of meetings shall specify the place, day, and hour of meeting, contain a brief general description of each item of business to be transacted or discussed at the meeting and any other information required by the Brown Act.

ARTICLE VI ACTIONS BY THE BOARD

Section 6.1 Quorum

A quorum shall consist of a simple majority of the Directors then in office. When a meeting is adjourned for lack of a quorum, appropriate notice shall be given as provided in Section 5.5. The Directors present at a duly-called and held meeting at which a quorum is initially present may continue to do business notwithstanding the loss of a quorum at the meeting due to a withdrawal of Directors from the meeting, provided that any action thereafter taken must be approved by at least a majority of the required quorum for such meeting or such greater percentage as may be required by law, or the Articles of Incorporation or these Bylaws.

Section 6.2 Actions by the Board

Every act or decision done or made by a majority of the Directors present at a meeting duly held at which a quorum is present is the act of the Board, unless the Articles of Incorporation, these Bylaws or applicable provisions of the California Corporations Code, particularly those provisions relating to appointment of committees (Corporations Code Section 5212), approval of contracts or transactions in which a Director has a material financial interest (Corporations Code Section 5233) and indemnification of Directors (Corporations Code Section 5238(e)), require a greater percentage or different voting rules for approval of a matter by the Board.

Section 6.3 Conduct of Meetings

In the event of absence of an Officer from the Board meeting, meetings of the Board shall be presided over in the following order of priority: President; Vice-President; Secretary; and Treasurer. In the absence of the previously-named officers, a Director chosen by a majority of the Directors present at the meeting shall preside over the meeting. The Secretary of the corporation shall act as secretary of all meetings of the Board, provided that, in his or her absence or need to preside over the meeting, another person chosen by a majority of the Directors present at the meeting shall act as Secretary of the meeting. Meetings shall be governed by Robert's Rules of Order, as such rules may be revised from time to time, insofar as such rules are not inconsistent with or in conflict with these Bylaws, the Articles of Incorporation of this corporation, the Brown Act or any other applicable provisions of law. In addition, during the course of a Board meeting, a member of the Board, or the Board itself, may provide a reference to staff or other resources for factual information, request staff to report back to the body at a subsequent meeting concerning any matter, or take action to direct staff to place a matter of business on a future agenda.

Section 6.4 Standard of Care

A. Each Director shall perform all duties of a Director, including duties on any Board committee, in good faith, in a manner the Director believes to be in the corporation's best interest and with such care, including reasonable inquiry, as an ordinary prudent person in a like position would use under similar circumstances.

B. In performing the duties of a Director, a Director shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, presented or prepared by:

- i) One or more Officers or employees of the corporation whom the Director believes to be reliable and competent in the matters presented;
- ii) Legal counsel, independent accountants or other persons as to matters that the Director believes are within that person's professional or expert competence; or
- iii) A Board committee on which the Director does not serve, as to matters within its designated authority, provided the Director believes the committee merits confidence and the Director acts in good faith, after reasonable inquiry when the need is indicated by the circumstances, and without knowledge that would cause such reliance to be unwarranted.

C. In investing and dealing with all assets held by the corporation for investment, the Board shall exercise the standard of care described above and avoid speculation, looking instead to the permanent disposition of the funds, considering the probable income, as well as the probable safety of the corporation's capital. The Board may delegate its investment powers to others, provided that those powers are exercised within the ultimate direction of the Board. No investment violates this section where it conforms to provisions authorizing such investment

contained in an instrument or agreement pursuant to which the assets were contributed to the corporation.

Section 6.5 Participation in Discussions and Voting

Every Director has the right to participate in the discussion and vote on all issues before the Board or any Board committee, unless the discussion or vote on any matter involves:

- i) a self-dealing transaction;
- ii) a conflict of interest, as defined by law or in any PCS Conflict of Interest Policy;
- iii) indemnification of that Director; or
- iv) any other matter in which the law prohibits that Director's participation.

Section 6.6 Duty to Maintain Board Confidences

Every Director has a duty to maintain the confidentiality of all Board discussions held during a closed session. A Director shall not disclose confidential records. Any Director violating these duties may be removed from the Board.

ARTICLE VII OFFICERS

Section 7.1 Officers

The Officers of the corporation consist of a President, Vice-President, Secretary and Treasurer. The corporation may also have such other Officers as the Board deems advisable.

A. President.

Subject to Board control, the President has general supervision, direction and control of the affairs of the Board of Directors, and such other powers and duties the Board may prescribe. If present, the President shall preside at Board meetings.

B. Vice-President.

In the event the President is absent or disabled, or in the event of his or her inability or refusal to act, the Vice-President shall perform all the duties of the President, and when so acting shall have all the powers of, and be subject to all the restrictions on, the President. The Vice-President shall have other powers and perform such other duties as may be prescribed by law, the Articles of Incorporation, or these Bylaws, or as may be prescribed by the Board.

C. Secretary. The Secretary shall:

- i) Certify, and keep, or cause to be kept, at the corporation's principal office, a copy of the corporation's Articles of Incorporation and Bylaws, as amended or

otherwise altered to date;

ii) Keep, or cause to be kept, at the corporation's principal office or at such other place as the Board may determine, a book of minutes of all meetings of the Board and Executive Committee, recording therein the time and place of the meeting, whether it was regular or special, how called, how notice was given, the names of those present or represented at the meeting, and the proceedings thereof and the vote or abstention of each Board member present for each action taken;

iii) See that all notices are duly given in accordance with the provisions of these Bylaws or as required by law;

iv) Be custodian of records and of the seal of the corporation, if any, and see that the seal is affixed to all duly executed documents, the execution of which on behalf of the corporation under its seal is authorized by law and these Bylaws;

v) Exhibit at all reasonable times to any Director of the corporation, or to his or her agent or attorney, on request therefore, the Bylaws and the minutes of the proceedings of the Directors of the corporation; and

vi) In general, perform all duties incident to the office of Secretary and such other duties as may be required by law, the Articles of Incorporation of this corporation, or these Bylaws, or which may be assigned to him or her from time to time by the Board.

D. Treasurer.

Subject to the provisions of these Bylaws relating to the "Execution of Instruments, Deposits and Funds," the Treasurer shall:

i) Have charge and custody of, and be responsible for, all funds and securities of the corporation, and deposit all such funds in the name of the corporation in such banks, trust companies, or other depositories as shall be selected by the Board;

ii) Receive, and give receipt for, monies due and payable to the corporation from any source whatsoever;

iii) Disburse, or cause to be disbursed, the funds of the corporation as may be directed by the Board, taking proper vouchers for such disbursements;

iv) Keep and maintain adequate and correct accounts of the corporation's properties and business transactions, including accounts of its assets, liabilities, receipts, disbursements gains and losses;

v) Exhibit at all reasonable times the books of account and financial records to any Director of the corporation or to his or her agent or attorney, on request therefore;

vi) Render to the President, Directors and PCS Principal, whenever requested, an account of any or all of his or her transactions as Treasurer and of the financial condition of the corporation;

vii) Prepare, or cause to be prepared, and certify, or cause to be certified, the financial statements to be included in any required reports; and

viii) In general, perform all duties incident to the office of Treasurer and such other duties as may be required by law, the Articles of Incorporation, or these Bylaws, or which may be assigned to him or her from time to time by the Board.

Section 7.2 Officer Election, Eligibility and Term of Office

A. Election.

The Board shall elect the Officers annually at the Annual Meeting or a Regular Meeting designated for that purpose or at a Special Meeting called for that purpose, except that Officers elected to fill vacancies shall be elected as vacancies occur.

B. Eligibility.

Any Director may serve as an Officer of this corporation. In the event of a vacancy in more than one office, a remaining Officer may hold more than one office except that neither the Secretary nor the Treasurer may serve as the President.

C. Term of Office.

Each Officer serves at the pleasure of the Board, holding office until resignation, removal or disqualification from service, or until his or her successor is elected, whichever occurs first.

Section 7.3 Removal and Resignation of Officers

The Board may remove any Officer, with or without cause, at any time. Any Officer may resign at any time by giving written notice to the Board, the President or the Secretary of the corporation. The resignation shall take effect on receipt of the notice or at a later date specified in the notice, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The provisions of this Section shall be superseded by any conflicting terms of a contract which has been approved or ratified by the Board relating to the employment of any Officers of the corporation.

Section 7.4 Officer Vacancies

Any vacancy caused by the death, loss of legal capacity, resignation, removal, disqualification, or otherwise, of any Officers shall be filled by the Board. In the event of a vacancy in any office other than that of President, such vacancy may be filled temporarily by appointment by the President until such time as the Board shall fill the vacancy.

Section 7.5 Officer Compensation

The salaries of the Officers, if any, shall be fixed from time to time by resolution of the Board, and no Officers shall be prevented from receiving such salary by reason of the fact that he or she is also a Director of the corporation, provided, however, that such compensation paid a Director serving as an Officer of this corporation shall only be allowed if not inconsistent with his or her fiduciary duties to the corporation. In all cases, any salaries received by Officers of this corporation shall be reasonable and given in return for services actually rendered for the corporation which relate to the performance of the charitable or public purposes of this corporation.

ARTICLE VIII COMMITTEES

Section 8.1 Committees

A. Standing Committees

The Board may create one or more standing committees to serve at the pleasure of the Board. Standing Committees shall be chaired by a Director selected by the President of the Board. The Committee Chair shall have the authority to nominate members of the Committee for Board approval. Except for the Executive Committee, non-Board members may be appointed to Standing Committees. Standing Committees shall have all of the authority of the Board to the extent delegated by the Board. However, no Standing Committee may:

- i) fill vacancies on the Board;
- ii) amend or repeal any resolution of the Board;
- iii) approve any self-dealing transaction; or
- iv) approve any action for which the California Corporations Code requires the approval of the Board.

The Board by majority vote may, at any time, modify or revoke any or all of the authority delegated to a Standing Committee.

B. Executive Committee

The Executive Committee is a standing committee of the Board whose membership shall consist solely of the then current officers of the Board. The Executive Committee shall keep regular minutes of its proceedings, cause them to be filed with the corporate records, and report the same to the Board.

C. Advisory Committees

The President of the Board, subject to the limitations imposed by the Board, or the Board, may create other committees to serve the Board that do not have the powers of the Board. These

committees shall be chaired by a Director selected by the President of the Board. The committee chair shall have the authority to nominate members of the committee for Board approval. Committees established pursuant to this section may consist of persons who are not members of the Board. These committees shall act in an advisory capacity only and shall be titled "advisory committees".

ARTICLE IX

INDEMNIFICATION OF CORPORATE AGENTS

Section 9.1 Definitions

For the purpose of this Article, "agent" means any person who is or was a Director, Officer, employee or other agent of this corporation. "Proceeding" means any threatened, pending or completed action or proceeding, whether civil, criminal, administrative or investigative. "Expenses" includes, without limitation, attorney's fees and any expenses of establishing a right to indemnification under Section 9.2 C or 9.2 D ii of these Bylaws.

Section 9.2 Indemnification of Agents

A. This corporation may indemnify any person who was or is a party, or is threatened to be made a party, to any proceeding (other than an action by or in the right of this corporation to procure a judgment in its favor, an action brought under Section 5233 of the California Corporations Code, or an action brought by the Attorney General of California or a person granted relator status by the Attorney General of California for any breach of duty relating to assets held in charitable trust) by reason of the fact that such person is or was an agent of this corporation, against expenses, judgment, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of this corporation and, in the case of a criminal proceeding, such person had no reasonable cause to believe his or her conduct was unlawful. The termination of any proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in the best interests of this corporation, nor that the person had reasonable cause to believe that the person's conduct was unlawful.

B. This corporation may indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action by or in the right of this corporation, or brought under Section 5233 of the California Corporations Code, or brought by the Attorney General of California or a person granted relator status by the Attorney General of California for breach of duty relating to assets held in charitable trust, to procure a judgment in its favor by reason of the fact that such person is or was an agent of this corporation, against expenses actually and reasonably incurred by such person in connection with the defense or settlement of such action if such person acted in good faith, in a manner such person believed to

be in the best interests of this corporation and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. No indemnification shall be made under this Section 9.2.B:

- i) In respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to this corporation in the performance of such person's duty to this corporation, unless and only to the extent that the court in which such proceeding is or was pending shall determine upon application that, in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for the expenses which such court shall determine;
- ii) Of amounts paid in settling or otherwise disposing of a threatened or pending action, with or without court approval; or
- iii) Of expenses incurred in defending a threatened or pending action which is settled or otherwise disposed of without court approval unless it is settled with the approval of the Attorney General of California.

C. To the extent that an agent of this corporation has been successful on the merits in defense of any proceeding referred to in this Section 9.2 A or B or in defense of any claim, issue or matter therein, the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection therewith.

D. Except as provided in this Section 9.2 C, any indemnification under Section 9.2 shall be made by this corporation only if authorized in the specific case, upon a determination that indemnification of the agent is proper in the circumstances because the agent has met the applicable standard of conduct set forth in this Section 9.2 A or B by:

- i) A majority vote of a quorum consisting of Directors who are not parties to such proceeding; or
- ii) The court in which such proceeding is or was pending, upon application made by this corporation or the agent or the attorney or other person rendering services in connection with the defense whether or not such application by the agent, attorney or other person is opposed by this corporation.

E. Expenses incurred in defending any proceeding may be advanced by this corporation prior to the final disposition of such proceeding upon receipt of an undertaking by or on behalf of the agent to repay such amount unless it shall be determined ultimately that the agent is entitled to be indemnified as authorized by this Section 9.2.

F. No provision made by this corporation to indemnify its or its subsidiary's Directors or Officers for the defense of any proceeding, whether contained in the Articles of Incorporation, these Bylaws, a resolution of the Directors, an agreement or otherwise, shall be valid unless consistent with this Section 9.2. Nothing contained in this Section 9.2 shall affect any right to

indemnification to which persons other than such Directors and Officers may be entitled by contract or otherwise.

G. No indemnification or advance shall be made under this Section 9.2, except as provided in Section 9.2 C or Section 9.2 D ii hereof, in any circumstances where it appears:

- i) That it would be inconsistent with a provision of the Articles of Incorporation, these Bylaws or an agreement in effect at the time of accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or
- ii) That it would be inconsistent with any condition expressly imposed by a court in approving a settlement.

Section 9.3 Non-applicability to Fiduciaries of Employee Benefit Plans

This Article 9 does not apply to any proceeding against any Director, investment manager or other fiduciary of an employee benefit plan in such person's capacity as such, even though such person may also be an agent, as defined in Section 9.1, of the employer corporation. The corporation shall only have the power to indemnify such Director, investment manager or other fiduciary to the extent permitted by Section 207(f) of the California Corporations Code.

ARTICLE X INSURANCE FOR CORPORATE AGENTS

Section 10.1 Insurance for Corporate Agents

The Board may authorize the purchase and maintenance of insurance on behalf of any agent of the corporation (including a Director, Officer, employee or other agent of the corporation), against any liability other than for violating provisions of law relating to self-dealing (Section 5233 of the California Corporations Code) asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not the corporation would have the power to indemnify the agent against such liability under the provisions of Section 5238 of the California Corporations Code.

ARTICLE XI CONTRACTS WITH DIRECTORS

Section 11.1 Contracts with Directors

The Corporation shall not enter into a contract or transaction in which a Director directly or indirectly has a material financial interest (nor any other corporation, firm, association, or other entity in which one or more of the corporation's Directors are directors and have a material financial interest).

ARTICLE XII

EXECUTION OF INSTRUMENTS, DEPOSITS AND FUNDS

Section 12.1 Execution of Instruments

Except as otherwise provided in these Bylaws, the Board may authorize any Officers or agent of the corporation to enter into any contract or execute and deliver any instrument in the name of or on behalf of the corporation. Such authority may be general or confined to specific instances. Unless so authorized, no Officers, agent or employee shall have any power to bind the corporation by any contract or engagement, to pledge the corporation's credit, or to render it liable monetarily for any purpose or any amount.

Section 12.2 Checks and Notes

Except as otherwise specifically provided by action of the Board recorded in the official minutes, or as otherwise required by law, checks, drafts, Promissory notes, orders for the payment of money and other evidence of indebtedness of the corporation may be signed by the President, Vice-President, Treasurer or Secretary. Any such indebtedness in the amount of \$5,000.00 (five thousand dollars) or more, or in such other amount as may be established by action of the Board, requires two signatures, one of which must be the Treasurer's.

Section 12.3 Deposits

All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies, or other depositories as the Board may select.

Section 12.4 Gifts

The Board may accept on behalf of the corporation any contribution, gift, bequest, or devise for the charitable or public purposes of this corporation.

ARTICLE XIII CORPORATE RECORDS and REPORTS

Section 13.1 Maintenance of Corporate Records

The corporation shall keep at its principal office in the State of California:

- A. Minutes of all meetings of Directors and committees of the Board, indicating the time and place of holding such meetings, whether regular or special, how called, the notice given, and the names of those present and the proceedings thereof;
- B. Adequate and correct books and records of accounts, including accounts of its properties and business transactions and accounts of its assets, liabilities, receipts, disbursements, gains and losses; and
- C. A copy of the corporation's Articles of Incorporation and Bylaws as amended to date.

Section 13.2 Rights of Inspection

Every Director shall have the right at any reasonable time to inspect and copy all books, records and documents of every kind and to inspect the physical properties of the corporation. This right to inspect may be circumscribed in instances where the right to inspect conflicts with California or federal law (e.g., restrictions on the release of educational records under FERPA) pertaining to access to books, records, and documents.

Section 13.3 Right to Copy and Make Extracts

Any inspection under the provisions of this Article may be made in person or by agent or attorney and the right to inspection includes the right to copy and make extracts.

Section 13.4 Annual Report

The Board shall cause an annual report to be furnished not later than one hundred and twenty (120) days after the close of the corporation's fiscal year to all Directors of the corporation which shall contain the following information in appropriate detail:

- A. The assets and liabilities, including the trust funds, of the corporation as of the end of the fiscal year;
- B. The principal changes in assets and liabilities, including trust funds, during the fiscal year;
- C. The revenue or receipts of the corporation, both unrestricted and restricted to particular purposes, for the fiscal year; and
- D. The expenses or disbursements of the corporation, for both general and restricted purposes, during the fiscal year.

The annual report shall be accompanied by any report thereon of independent accountants, or, if there is no such report, the certificate of an authorized Officer of the corporation that such statements were prepared without audit from the books and records of the corporation.

Section 13.5 Contracts with Designated Employees

The Corporation shall not enter into a contract or transaction in which a designated employee (e.g., Officers or other key decision-making employees) directly or indirectly has a material financial interest unless all of the requirements in the PCS Conflict of Interest Code have been fulfilled. The Board may adopt conflict of interest policies requiring:

- A. Regular annual statements from Directors, Officers, and key employees to disclose existing and potential conflicts of interest; and,

B. Corrective and disciplinary actions with respect to transgressions of such policies. For the purpose of this Section 13.5, a person shall be deemed to have an "interest" in a contract or other transaction if he or she is the party (or one of the parties) contracting or dealing with the corporation, or is a director, or officer of, or has a significant financial or influential interest in, the entity contracting or dealing with the corporation.

ARTICLE XIV FISCAL YEAR

Section 14.1 Fiscal Year

The fiscal year of the corporation shall begin on July 1 of each year and shall end on June 30th of the following year.

ARTICLE XV OTHER PROVISIONS

Section 15.1 Validity of Instrument

Subject to the provisions of applicable law, any note, mortgage, evidence of indebtedness, contract, conveyance or other written instrument and any assignment or endorsement thereof executed or entered into between the corporation and any other person, shall be valid and binding on the corporation when signed by the President of the Board or Vice-President or Secretary or Treasurer of the corporation, unless the other person has actual knowledge that the signing Officers had no authority to execute the same. Any such instruments may be signed by any other person(s) and in such manner as from time to time shall be determined by the Board and, unless so authorized by the Board, no Officer, agent or employee shall have any power or authority to bind the corporation by any contract or engagement, to pledge its credit, or to render it liable for any purpose or amount.

Section 15.2 Construction and Definitions

Unless the context otherwise requires, the general provisions, rules of construction, and definitions contained in the California Corporations Code shall govern the construction of these Bylaws. Without limiting the generality of the foregoing, words in these Bylaws shall be read as the masculine or feminine gender, and as the singular or plural, as the context requires, and the word "person" includes both a corporation and a natural person. The captions and headings in these Bylaws are for convenience of reference only and are not intended to limit or define the scope or effect of any provisions.

Section 15.3 Interpretation of Charter

Whenever any provision of these Bylaws is in conflict with the provisions of the Charter, the provisions of the Charter control.

ARTICLE XVI AMENDMENT

Section 16.1 Amendments to these Bylaws

Only a majority of the Directors at a duly noticed meeting of the Board of Directors may amend or repeal these Bylaws or adopt new Bylaws.

ARTICLE XVII SHARING CORPORATE PROFITS AND ASSETS PROHIBITED

Section 17.1 Sharing Corporate Profits

No Director, Officer, employee, or other person connected with this corporation, or any private individual, shall receive at any time any of the net earnings or pecuniary profit from the operations of the corporation, provided, however, that this provision shall not prevent payment to any such person of reasonable compensation for services performed for the corporation in effecting any of its public or charitable purposes, provided that such compensation is otherwise permitted by these Bylaws and is fixed by resolution of the Board; and no such person or persons shall be entitled to share in the distribution of, and shall not receive, any of the corporate assets on dissolution of the corporation.

CERTIFICATE

This is to certify that the foregoing is a true and correct copy of the Bylaws of the corporation named in the title thereto and that such Bylaws were duly adopted by the Board of Directors of said corporation at their May 6th, 2015 Board meeting.

Pete Rode, Board President, _____

Connie Smith, Board Secretary, _____

PACIFIC COLLEGIATE SCHOOL
CONFLICT OF INTEREST POLICY

In addition to the Conflict of Interest provisions of Section 13.5 of the Pacific Collegiate School ("PCS") Bylaws and Article III, Section M, of the PCS Employee Handbook regarding conflicts of interest, these conflict of interest requirements shall apply to all PCS employees and Board members.

I. CODE OF CONDUCT

PCS expects its Directors and employees to exercise good judgment and to follow high ethical standards in conducting PCS affairs. The Directors and employees of PCS shall, in serving PCS, act not in their personal interests or in the interests of others, but rather solely in the interests of PCS. Directors and employees may not use their official positions, or any inside information they have about PCS, without authorization and in a manner that provides a personal or pecuniary benefit to themselves or their relatives (including their spouses, domestic partners, parents, children, stepchildren, grandchildren or siblings; each, a "Related Person"). Inside information is information obtained through the Director's or employee's position that has not become public information. A PCS officer or employee shall not engage in any employment, activity or enterprise, which is inconsistent, incompatible, in conflict with or inimical to his or her duties, functions or responsibilities as a PCS officer or employee.

II. POLICY REGARDING NEPOTISM

No supervisor, officer or Board member shall show favoritism to a Related Person with respect to any benefits or opportunities afforded by PCS on the basis of that familial relationship.

No Related Person to the Principal or any Board member may be hired in a paid capacity at PCS. No Related Person to a manager or supervisor may be assigned to a position which is in a direct reporting relationship to or within the supervisory line of authority of such manager or supervisor.

III. CONFLICT OF INTEREST CODE – POLITICAL REFORM ACT OF 1974

A. ADOPTION

In compliance with the Political Reform Act of 1974, California Government Code Section 87100, et seq., PCS hereby adopts this Conflict of Interest Code ("Code"), which shall apply to all governing board members and all other designated employees of PCS, as specifically required by California Government Code Section 87300.

PACIFIC COLLEGIATE SCHOOL
CONFLICT OF INTEREST POLICY

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B. DEFINITION OF TERMS

As applicable to a California public charter school, the definitions contained in the Political Reform Act of 1974, the regulations of the Fair Political Practices Commission, specifically California Code of Regulations Section 18730, and any amendments or modifications to the Act and regulations are incorporated into this Code by this reference.

C. DESIGNATED EMPLOYEES

All governing board members and any employee who holds a position that involves the making, or participation in the making, of decisions that may foreseeably have a material effect on any financial interest of the employee, shall be "designated employees." The designated positions are listed in "Exhibit A" attached to this Code.

D. STATEMENT OF ECONOMIC INTERESTS: FILING

Each designated employee, including governing board members, shall file a Statement of Economic Interest ("Statement") at the time and in the manner prescribed by California Code of Regulations, Title 2, Section 18730. The Statement shall disclose reportable investments, interests in real property, business positions, and income required to be reported under the category or categories to which the employee's position is assigned in "Exhibit A."

An investment, interest in real property, business position or income shall be reportable if the business entity in which the investment is held, the interest in real property, the business position, or source of income may foreseeably be affected materially by a decision made or participated in by the designated employee by virtue of his or her position. The specific disclosure responsibilities assigned to each position are set forth in "Exhibit B."

Statement forms shall be supplied by the PCS Principal or his/her designee (the "Filing Officer"). Completed Statements shall be given to the Filing Officer. The Filing Officer shall make and retain a copy of the Statements and forward the originals to the Santa Cruz County Board of Supervisors.

E. DISQUALIFICATION

No designated employee or Board member shall make, participate in making, or try to use his/her official position to influence any PCS decision which he/she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of his or her immediate family, except as specifically authorized by law.

F. MANNER OF DISQUALIFICATION

1. Designated Employees

When a designated employee determines that he/she should not make a decision because of a disqualifying interest, he/she should submit a written disclosure of the disqualifying interest to

his/her immediate supervisor. The supervisor shall immediately reassign the matter to another employee and shall forward the disclosure notice to the PCS Principal, who shall record the employee's disqualification. The interested employee shall not participate in any way in the decision on the matter. In the case of the Principal, this determination and disclosure shall be made in writing to the PCS Board.

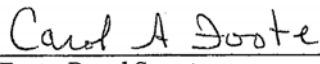
2. Governing Board Members

Governing Board members shall disclose a disqualifying interest at the meeting during which consideration of the decision takes place. This disclosure shall be made part of the Board's official record. The Board member shall refrain from participating in the decision in any way (i.e., the Board member with the disqualifying interest shall refrain from discussing or attempting to exert influence over the decision, shall not vote on the matter and shall leave the room during Board discussion and when the final vote is taken).

Approved at the April 2, 2011 PCS Board Meeting



Andrew Townsend, Board President



Carol Foote, Board Secretary

PACIFIC COLLEGIATE SCHOOL
CONFLICT OF INTEREST POLICY

PAGE 3 of 5

EXHIBIT A

Designated Positions

- I. Persons occupying the following positions are designated employees and must disclose financial interests in all categories defined in "Exhibit B" (i.e., categories 1, 2, and 3).
 - A. Members of the Governing Board
 - B. Corporate Officers (e.g., CEO/President, CFO/Treasurer, Secretary, etc.)
 - C. Principal
 - D. Business Manager
 - E. Staff Advisors to the Board, the Board Finance Committee, and the Board Compensation Subcommittee
- II. Persons occupying the following positions are designated employees and must disclose financial interests defined in Category 1 of "Exhibit B."
 - A. Accounts Receivable/Payable
- III. Persons occupying the following positions are designated employees and must disclose financial interests defined in Categories 2 and 3 of "Exhibit B."
 - A. Information Technology Coordinator

EXHIBIT B

Disclosure Categories

Category 1 Reporting:

- A. Interests in real property which is located in whole or in part either (1) within the boundaries of the school service area, or (2) within two miles of the boundaries of the school service area, including any leasehold, beneficial or ownership interests or option to acquire such interest in real property.

(Interests in real property of an individual include a business entity's share of interest in real property of any business entity or trust in which the designated employee or his or her spouse owns, directly, indirectly, or beneficially, a 10% interest or greater.)

- B. Investments in or income from persons or business entities which are contractors or sub-contractors which are or have been within the previous two-year period engaged in the performance of building construction or design within the school service area.

- C. Investments in or income from persons or business entities engaged in the acquisition or disposal of real property within the jurisdiction.

(Investment includes any financial interest in or security issued by a business entity, including but not limited to common stock, preferred stock, rights, warrants, options, debt instruments and any partnership interest or other ownership interests.)

(Investments of any individual include a pro rata share of investments of any business entity or trust in which the designated employee or his or her spouse owns, directly, indirectly or beneficially, a ten percent interest or greater.)

(Investment does not include a time or demand deposit in a financial institution, shares in a credit union, any insurance policy, or any bond or other debt instrument issued by any government or government agency.)

Category 2 Reporting:

- A. Investments in or income from business entities that manufacture or sell supplies, books, machinery or equipment of the type utilized by the department for which the designated employee is a Manager or Principal. Investments include interests described in Category 1.

Category 3 Reporting:

- A. Investments in or income from business entities that are contractors or sub-contractors engaged in the performance of work or services of the type utilized by the department for which the designated employee is a Manager or Principal. Investments include the interests described in Category 1.

APPENDIX H: JOB DESCRIPTIONS

Pacific Collegiate School, Head of School

Job Description

Last Updated September 2019

The School

Pacific Collegiate School (PCS) is a public charter school currently serving grades 7-12 (with the near-term possibility of a 6th grade expansion), located in the City of Santa Cruz, CA (just south of the San Francisco Bay Area on California's Central Coast). Founded almost twenty years ago (in 1999), PCS' mission is to provide exemplary, standards-based college preparatory and fine arts education for public middle and high school students who live in Santa Cruz County and bordering areas. The school's vision is to offer any student the highest quality of education - matching or exceeding that offered by the most academically distinguished schools in California, if not the country - with the goal of preparing its graduates to enter and thrive at the world's finest colleges and universities and beyond. Of the 540 enrollees, currently 22% are students of color. The school has made a concerted effort in recent years to increase its diversity, creating outreach strategies for under-represented groups and lottery preferences targeted specifically at first generation college students. A primary goal of the school is to increase the school's diversity to reach better parity with the geographic surroundings. PCS has strong financial reserves and donor support and occupies a newly renovated campus that is owned by its supporting organization, the Pacific Collegiate Foundation, giving it notable security as an independent charter school.

PCS has been recognized by US News and World Report as the top public high school in California and a top 10 high school nationally. PCS is also distinguished by its dedicated faculty and active parent community. Hallmarks of the PCS academic program include: a small school environment and strong community; the requirement of taking a minimum of five AP classes during the high school years; a deep commitment to arts education with three arts courses required to graduate; and an emphasis on humanities integration with English and history courses closely aligned and designed to inspire global citizenship and reinforce critical thinking skills. Of the PCS students who took AP exams in the '17-'18 school year, 84% achieved a score of 3 or higher while 55% received a score of 4 or 5. PCS had a 95% college matriculation rate for its most recent senior class. For more information about the school, please visit www.pacificcollegiate.com.

Responsibilities

The Head of School is in charge of the management of all aspects of the school, including the following which will be incorporated and aligned to the Head of School annual evaluation process (incorporating by reference further details within the Head of School Evaluation Rubric):

- Learning & Teaching:
 - Maintaining the school's highly rigorous academic program and serving as the "Educator in Chief" by working with teachers to set instructional goals and priorities (and metrics for their measurement based on student outcomes) geared towards a vision of academic and non-academic achievement for all students to be prepared for college and community
 - In concert with other stakeholders, develop the vision for the academic program as reflected in the school's mission - highlighting all core subjects including the arts, electives, and other related activities - and work closely with the Board of Directors to

formalize this vision and ensure it has adequate resources and support to run its program effectively;

- Implements curricula aligned to state or national college-readiness standards for all students and supports faculty to implement effective instructional strategies to meet student learning goals
- Building student support systems that provide adequate services to meet students' academic and social emotional needs and those related to school safety, including developing and staffing these functions appropriately and measuring results to ensure their effectiveness

- Shared Vision, School Culture & Family Engagement:

- Developing and maintaining strong relationships with all school stakeholders (students, faculty/staff, parents, board members), including but not limited to ensuring open lines of communication at all times and addressing issues and concerns in a timely and constructive manner as well as engaging stakeholders in the collaborative development of a vision for high student achievement and effective adult practices within the school community to achieve that vision
- Execute on all aspects of PCS' diversity plans including leading the community in courageous conversations regarding equity and diversity as well as cultivating positive school culture and climate while building and maintaining a strong sense of community and volunteerism among staff, parents and students

- Strategic Plan & Systems:

- Leads the school community through a strategic planning process resulting in a multi-year vision with strong stakeholder engagement to inform the plan, as well as aligning all key strategic documents (LCAP, Charter Renewal, etc. with longer term goals)
- Implements strategic plans with clear, aligned annual school goals as well as monitors progress towards goals and shares with stakeholders
- Effectively and successfully manages charter renewal process in addition to compliance with all COE, state and other local requirements and regulations

- Talent Management:

- Recruits, selects and retains effective teachers
- Overseeing the front and back office staff to ensure that all operations issues, including finance, facilities, human resources, student record-keeping, and compliance, are managed efficiently and professionally
- Implements effective performance management for all staff and faculty, including ensuring that all teachers and staff have:

- clear lines of communication to and from the administrative team, that everyone understands who their supervisor is
- receive regular feedback, support, and evaluation of their progress and areas for development
- experience a rigorous evaluation process tied to the standards of excellence for the school
- are led by a highly effective leadership team
- Personal Leadership and Growth
 - Implements communication plans and effectively communicates with multiple stakeholders to manage and adapt to change and provide inclusive and transparent communications for the community
 - Build the capacity of staff and faculty to maintain a solutions-oriented approach with all students and their well-being and success at the center

Compensation and Benefits

Pacific Collegiate School offers a competitive compensation and benefits package with a salary range of \$140-170k annually.

Job Title: Pacific Collegiate School: Vice Principal/Dean of Students

General Summary

Under the direction of the Head of School, the Vice Principal/Dean of Students will be responsible for the oversight of all student related functions of the school: schedules, discipline, attendance interventions, 504 and support services. Additionally, this position oversees the master schedule, coordinates testing and maintains student achievement and data stream.

General Responsibilities:

- Oversees all aspects of student functions for PCS.
- Maintain regular communication and advises Head of School in all areas of responsibility.
- Assists in the implementation of school goals and program development activities as related to school operations.

Direct Reports

- Registrar
- Academic Support
- Study Hall
- Receptionist and Attendance Specialist

Essential Job Accountabilities

- Assist in the planning and administration of program evaluation and assessment, such as the STAR Testing Program and Advanced Placement; and organizes and manages data stream for analyzing program quality.
- Supervise school auxiliary services, including student safety programs, testing programs, library/media learning center services.
- Establish student ineligibility as it relates to co-curricular and extracurricular programs and activities.
- Maintain professional competence through participation in in-service education activities provided by the district and/or self-selected professional growth activities.
- Participate in emergency response activities as necessary.
- Confer with students, parents, teachers, law enforcement officers, and representatives of social welfare agencies to resolve individual pupil academic and behavioral problems.
- Assist in monitoring of extracurricular sport and student activities at the school site.
- Provide leadership/direction to student government and student council activities.
- Promote a feeling of unity and spirit among the student body.
- Respect and maintain professional and student confidences.
- Establish, maintain and nurture effective working relationships with parents, community members, students, and school related outside agencies.
- Coordinate professional meetings and other meetings regarding district business, SST's, IEP's, etc.
- Evaluate student progress in the instructional program by discussions with teachers, counselors and review of student records.
- Adhere to all district health and safety policies.
- Assist Head of School and Faculty Dean in annual faculty evaluation process.

Department:	Pacific Collegiate School ("PCS") Management	Reports to:	Head of School
Approved by: (sign & date)		Work Year:	210 day per year work calendar (July 1 – June 30)
		FLSA:	Exempt

- Organize, oversee, and provide support to the various services, supplies, materials, and equipment provided to carry out the school program.
- Manage case load of students receiving services under section 504, including leading student study teams and 504 meetings.
- Maintain high standard of student conduct and enforce discipline as necessary, according due process to the rights of students.
- Coordinate student achievement data; supervise the maintenance of accurate records on the progress and attendance of students; model data analysis possibilities for staff and Board, assign consequences and coordinate interventions as needed
- Maintain good relationships with students, staff, and parents, and comply with established lines of authority.
- Assist in or lead school professional development activities such as faculty/staff meetings, in service design, technology training, and identifying outside experts to provide assistance.
- Oversee creation of master schedule; work with students and families in student schedules as they progress to graduation.
- Perform other related duties as assigned; act as Head of School designee.

Education

- Bachelors' degree required, Masters preferred.
- Administrative credential required.
- Combination of education and experience and training which would indicate possession of the required knowledge, skills and competencies listed herein.

Work Experience

- 5-7 years of Middle and High School Assistant Principal experience.
- Demonstrated experience in student support.
- Experience or interest in working in charter schools, education, or non-profits.

Knowledge, skills, and competencies

- Community relations.
- Classroom procedures which promote appropriate student conduct and motivation for student learning.
- Tracking student achievement through data analysis and interpretation
- Child guidance principles and practices.
- Principles of training and providing work direction.
- Applicable sections of the State Education Code and other applicable laws.
- Research methods and report writing techniques.
- Applicable state advisory documents, the State Framework in all subjects taught and district curriculum standards appropriate to their teaching assignment.
- Standardized student testing requirements.

Department:	Pacific Collegiate School ("PCS) Management	Reports to:	Head of School
Approved by: (sign & date)		Work Year:	210 day per year work calendar (July 1 – June 30)
		FLSA:	Exempt

Knowledge, skills, and competencies (con 't)

- School improvement programs, goals and objectives
- Adequate Yearly Progress report requirements applicable to the school site.
- No Child Left Behind Act requirements.
- Current trends and research concerning the growth and development of school-age students.
- School policies, procedures, and major contracts.
- Section 504 and Special Education laws.
- Organizational and interpersonal skills.
- Excellent collaboration, verbal and written communication skills.
- Interest in process improvement.
- Works independently.
- Willing to adapt quickly to changes in direction.
- Thoughtful, reflective, diplomatic with high level of integrity, confidentiality and professionalism.
- Can clearly communicate point of view yet fully support final decisions if different from one's own.

Job Title: Pacific Collegiate School: Director of Special Education. School Psychologist

Department:	Pacific Collegiate School ("PCS") Management	Reports to:	Head of School
Approved by: (sign & date)		Work Year:	215 day per year work calendar (July 1 – June 30)
		FLSA:	Exempt

General Summary

The Special Education Coordinator will report to the Head of School, oversees all special education services at the for PCS, and represents the interest of PCS at County, Regional and State levels.

This person provides direction to Resource Specialists, Language Speech, and Hearing Specialists, any Regional Program Specialists (i.e.: Orthopedically Impaired, Hard of Hearing, Visually Impaired Specialists) Instructional Aides, and Administrative Assistant.

Responsibilities and Essential Job Accountabilities:**Special Education Coordinator:**

- Maintains regular communication and advises Head of School in all areas of responsibility.
- Complies with Federal, State and local laws and regulations regarding special education.
- Provides leadership and guidance to special education staff in the areas of instruction, staff relationships administrative procedures, as well as State and Federal laws and regulations.
- Develops and implements procedures to ensure that special education students are appropriately referred, evaluated, and placed into instructional programs, which meet the students' unique needs; chairs IEP Team meetings as well as reviews corresponding documents.
- Provides input regarding the supervision and evaluation of special education personnel in cooperation with the Head of School and coordinates with administration in the hiring of new personnel.
- Provides for appropriate staff development for special education and general education personnel.
- Assists in the development of the Special Education budget, including State AB 602 as well as Federal, Staff Development and Educationally Related Mental Health funds and is responsible for expenditure of said funds.
- Is knowledgeable of and completes all State reporting and compliance documents, as related to special education programs and functions.
- Articulates the needs of the District in working collaboratively with the Special Education Local Plan Area (SELPA) and functions as a member of the Special Education Council (SEC) and Community Advisory Committee (CAC).
- Is knowledgeable of program offerings throughout the SELPA and works collaboratively with feeder Districts within the student catchment area.
- Resolves compliance issues.
- Oversees due process procedures at the District level; acts as respondent to CDE complaints filed by parents or agencies.
- Is knowledgeable of community agencies, which routinely interface with the Special Education personnel, students, and families.
- Establishes active, cooperative relationships with students, parents, staff, and the Board of Directors.
- Assists in the development and implementation of the school goals, including benchmark performances; assists in program development activities as related to special education and school operations.
- Completes special tasks and projects, as assigned by the Head of School.

Responsibilities and Essential Job Accountabilities:

School Psychologist:

- A State credentialed professional, who has specialized knowledge in areas of cognitive, social, emotional, behavioral, language, academic, physical and psychomotor development, which can adversely impact student learning.
- Is knowledgeable of assessment techniques/tools and instructional methodologies in areas related to special education.
- Provides counseling, guidance, and therapeutic intervention to students, as needed.
- Provides guidance to students, parents, teachers, administrators, paraprofessional staff through a variety of specialized and unique learning and teaching methodologies.

Miscellaneous

- In collaboration with the Head of School, monitors District compliance with applicable laws and regulations pertaining particularly to special education programs and populations.
- Maintains strict confidentiality regarding student and school matters.
- Attends in-services and participates in school related functions.
- Maintains strong communication and excellent working relationships with other departments.
 - Recommends, implements and maintains process improvements.

Education

- Masters of Arts/Science in School Psychology, Doctorate in School Psychology.
- Valid State Pupil Personnel Services credential.

Work Experience

- Knowledge of and experience with planning and implementing Federal, State and SELPA laws/regulations/policies pertaining to services for special needs populations.
- Knowledge and experience with governmental funding as well as budgetary planning and procedures.
- At least five years of educational experience working with student populations 0 – 22.11 years of age.
- At least three years of experience related to special education director/coordinator, assistant special education director/coordinator, psychologist, or program specialist.
- Experience in preparing and presenting programmatic and departmental information.
- Experience leading, coaching and developing staff.
- Experience or interest in working in District schools, education, or non-profit.

Knowledge, skills, and competencies

- Advanced analytical, organizational, and interpersonal skills.
- Excellent collaboration, verbal and written communication skills.
- Able to work cooperatively and effectively with students and adults.
- Able to break down problems into meaningful parts and come to rational and well-thought out conclusions.
- Attention to detail and accuracy.
- Interested in process improvement.
- Willing to adapt quickly to directional changes.
- Internally motivated to seek out answers, generate ideas, and develop new skills.
- Thoughtful, reflective, and diplomatic with a high level of integrity and professionalism.
- Can clearly communicate point of view yet fully support final decisions, if different from one's own.

Job Title: Pacific Collegiate School: College Counselor

Department:	Pacific Collegiate School ("PCS") Management	Reports to:	Head of School
Approved by: (sign & date)		Work Year:	215 day per year work calendar (Aug 1 – June 30)
		FLSA:	Non-Exempt

General Summary

Under the direction of the Head of School, the College Counselor will be responsible for preparing PCS students for college and the college application process as well as cultivating connections with other colleges and universities.

General Responsibilities:

- Oversees all aspects of college preparation, counseling, scholarships and awards.
- Maintain regular communication and advises Head of School in all areas of responsibility.
- Assists in the implementation of school goals and program development activities as related to school operations.

Essential Job Accountabilities

- Individual junior and senior meetings to support college admission goals, students in lower grades as possible and appropriate.
- Primary contact for Naviance (web-based college counseling database and application management system).
- Support faculty in providing letters of recommendation / scholarship applications for seniors.
- Deliver counselor letters and reports as part of the application process.
- Provide updated PCS School Profile and College Counseling Handbook each year.
- Host annual grade-level meetings about what it means to be preparing for college.

Education

- Bachelors' degree required.
- Combination of education and experience and training which would indicate possession of the required knowledge, skills and competencies listed herein.

Work Experience

- Minimum of 2-3 years of academic and/or college counseling to high school students.
- Experience with meeting the social and emotional needs of high school students preferred.
- Experience in presenting and preparing proposals.
- Experience or interest in working in charter schools, education, or non-profits.

Knowledge, skills, and competencies

- Organizational and interpersonal skills.
- Excellent collaboration, verbal and written communication skills.
- Understanding of the college admission cycle and process.
- Knowledge of PSAT, SAT, ACT, AP and standardized test used in college.
- Firm grasp on eligibility criteria for CSU and UC systems, A-G subject requirements.
- Willing to adapt quickly to changes in direction.
- Thoughtful, reflective, diplomatic with high level of integrity, confidentiality and professionalism.

APPENDIX I: LIST OF CERTIFICATED FACULTY

2019-2020 PCS Certificated Faculty

October 1, 2019

Administration	Credential	Expiration	Document #
Maria Reitano	Administrative Services	5/1/23	180096502
Todd Harrison	Administrative Services	9/1/21	170011363
Lauren Friend	Preliminary Administrative Services	7/1/22	190221735
Carrie Moyer	Pupil Personnel Services	6/1/22	170071414

Classroom Teachers	Credential	Expiration	Document #
Kenneth Alley	Intern: Art	11/1/20	190021801
Heather Calame	SS: Music	7/1/23	180127961
Kelsey Flood (Cervine)	Prelim: Social Science	9/1/23	180250918
Ning Ning Chen	SS: Mandarin	7/1/23	180161057
Gabriel Cohn	SS: English, Social Science	7/1/24	190076436
Wayne Conley	SS: Geoscience	9/1/23	180077150
Lindsay Cross	Prelim: Mathematics	9/1/23	180217929
Kelly Bond (Curtin)	SS: English	8/1/21	160150302
Christine DeCaporale	SS: English	10/1/22	170146074
Linda Dennis	Multiple Subject (Sup: English)	1/1/24	180270724
	Specialist Instruction Credential in Special Education: Severely Handicapped	1/1/24	180270725
	Resource Specialist Added Authorization: Preliminary	11/1/19	170042837
Jennifer Eskenazi	SS: Math	6/1/20	150066404
Lauren Friend	SS: Social Science	7/1/22	170131697
Randy Garrett	SS: Math	9/1/21	160162564
Andy Gersh	Limited Assignment Permit	<i>(credential transfer from out of state in progress)</i>	
Cindy Gorski	Multiple Subject (Sup: English and Music)	11/1/19	140189927
Alice Hughes	SS: Music	9/1/20	150157291

Jamal Hunt	SS: English (Sup: Civics/Government)	7/1/20	150146491
Anne Marie Hutchison	SS: Spanish	7/1/22	170133887
Jimmy Kelly	SS: Social Science	2/1/21	160017017
Mary Kelly	Short Term Staff Permit	<i>(credential in progress)</i>	
Emily Klein	Intern: English	9/1/20	180152287
Bill Koens	SS: Math	10/1/21	160177566
Trung Lai	SS: Math	10/1/20	170182523
Jared Leake	Short Term Staff Permit	<i>(credential transfer from out of state in progress)</i>	
Robin Levy	Prelim: Multiple Subject	9/1/20	160043471
	Prelim: Dance and French	9/1/20	160043472
Annie Marshall	SS: French, Biological Science	9/1/20	150160182
Chris Marentette	SS: Physics and Math	12/1/22	180022727
Demetra Messoloras	SS: Art	10/1/19	140175914
Lisa Michael	SS: Physical Science (Sup: Intro. Math)	12/1/22	170167696
Kyla Chapman (Painter)	Prelim: Biological Sciences	7/1/23	180137229
Nirshan Perera	SS: English	7/1/20	150146924
Laila Rall	SS: English, Spanish	5/1/21	160078351
Andrea Roth	Multiple Subject (Sup: English)	9/1/21	160177813
Tim Ruckle	Prelim: Social Science (Sup: Intro. Math)	6/1/24	190127710
Janelle Silva	SS: English	7/1/20	150107250
Sara Latin Saucedo	SS: Spanish	7/1/23	180148196
Brandon Summerrill	SS: Foundational Math	3/1/20	150038229
Kristen Van Klootwyk	Multiple Subject (Sup: English)	2/1/21	160002547
Kyle Walters	SS: Biological Sciences	6/1/22	170102672
Wesley Winter	Prelim: Chemistry	6/1/23	180115569

APPENDIX J: LIST OF NON-TEACHING SUPPORT STAFF

2019-2020 PCS Non-Teaching Support Staff
October 1, 2019

Staff Member	Position
Emma Attard	Alumni Coordinator
Janelle Christensen	Attendance Specialist
Scott Crary	IT Specialist*
Sarah de Sousa	College Counselor
Peggy Gross	Senior Accounting and Budget Analyst
Dan Hogan	Facilities Manager/Maintenance Lead
Paula Kenyon	Development Director
Sonya Kiernan	Administrative Assistant
Silvia Morales	Outreach Coordinator
Liz Musal	Study Hall Monitor/Community Service Coordinator
Chad Paeglow	Food Service Coordinator
David Ramos-Beban	Instructional Assistant*
Barbara Smith	Registrar
Caitlin Spohrer	ELL Instructional Assistant <i>MS Clear Credential #190133129, exp. 9/1/24</i>
Stephen Taylor	Athletic Director
Traci Turner	Senior Business Administrator
Joanne Volpe	Speech Therapist <i>Clinical/Rehabilitative Services Credential #160079623, exp. 6/1/21</i>

*Contractors/in-direct employees

APPENDIX K: DIVERSITY PLAN

Pacific Collegiate School Diversity Status Report and Action Plan (2020-2025)

- I. Introduction and Vision Statement
- II. Overview of Progress to Date (2006-2019)
- III. Detailed Review of Progress on 2016-2020 Diversity Action Plan
- IV. Overview of 2020-2025 Diversity Action Plan
- V. 2021-2025 Diversity Action Plan
- VI. Appendix A - Relevant Data
- VII. Appendix B - Detailed Review of Past Diversity Plans

Pacific Collegiate School Diversity Status Report and Action Plan (2020-2025)

I. Introduction and Vision Statement

Pacific Collegiate School (PCS) strongly values a student, faculty, staff, and board population that reflects the diversity of Santa Cruz County in all respects, including demography, socioeconomic status, race, ethnicity, culture, religion, gender identity, sexual orientation, and disabilities. A diverse PCS school community is central to our obligation as a public school to provide equal access and support for all community members seeking a high-quality, standards-based, college preparatory and fine arts education. Further, recent research underscores the contributions of diverse school communities to student learning, including critical thinking, communication and problem solving.¹

PCS initially adopted a five-year Diversity Plan in 2006 as a “living document” that provided a conceptual background for issues relating to school diversity, identified a variety of steps intended to diversify the school, and provided an itemized agenda to guide the actions of the school over the following five years. The Plan has been updated every five years to include an assessment of the progress PCS has made as well as to identify new ideas and goals aimed at further fostering diversity at the school. This document first reports on past progress, including during the term of the most recent 2016-2020 Diversity Plan. It then highlights the core diversity goals for the upcoming 2020-2025 period, before detailing the steps we propose to take to accomplish those goals as part of this Diversity Plan for the 2020-2025 period. Relevant data as well as our reports on past Diversity Plans are included in the Appendices.

II. Summary of Progress to Date (2006-2019)

- **Invested in Outreach Coordinator.** In January of 2007, PCS created and funded a 50% staff position for an Outreach Coordinator, whose responsibilities include maintaining and enhancing the school’s current diversity and reaching communities currently regarded as underrepresented. That staff position has remained a key part of the school’s program.

¹Ayscue, Jennifer Erica Frankenberg, and Genevieve Siegel-Hawley

(2017) The complementary benefits of racial and socioeconomic diversity in schools. Research Brief #10. The National Coalition on School Diversity. Available at: <https://school-diversity.org/pdf/DiversityResearchBriefNo10.pdf>

- **Development of Community Outreach Program.** The Outreach Coordinator developed a Community Outreach Program, which includes programs for disseminating information about PCS, raising awareness of PCS and the procedures for admission, and the development of community partnerships to facilitate positive interactions between PCS students and staff and Santa Cruz community members, including tutoring, mentoring, and other community service projects.
- **Development of “First to College” (FTC) Lottery Program.** Since 2011, the PCS admission lottery has increased the percentage of seats set aside for 7th grade applicants who would be the first in their family to attend college, from 10% in 2011 to 15% in 2019. This has increased the admission and retention of Hispanic/Latino students in most years (see Appendix A for relevant data), and by design has consistently enhanced the socioeconomic and racial diversity of the pupil population.
- **Programs for Student Support.** As part of efforts to sustain a diverse student population, PCS established and enhanced numerous levels of student support, including teacher grade level teams, a full time 7th and 8th grade Academic Support specialist, a Study Skills and Technology class for all 7th grade students, and a revised bell schedule to include block periods and in-school tutorial. The focus on this mission and the creation of such programs has likely contributed to the fact that in the last five years there is no longer a strong correlation between students who transfer out before graduation and race or socioeconomic factors.
- **Promotion of Diversity in School Culture and Mentoring.** In order to support students of all academic backgrounds, PCS has put a variety of support structures in place. These include a summer academic and social support program for all incoming 7th grade students called Base Camp, a similar orientation for newly admitted students, and an AP Base Camp for 10th grade students prior to their initial Advanced Placement course. In addition, PCS engages all 7th grade students in a Study Skills and Technology course and has a peer mentoring program for first-to-college students.
- **Pursuit of Opportunities for Cultural Enrichment.** PCS has integrated cultural enrichment into the curriculum through exchange programs with sister cities, increased focus on culture in World language classes, and continued focus on a global perspective within the History courses.
- **Improve Outreach Efforts.** The Outreach Coordinator continued to develop the outreach plan, continued to develop community partnerships, and worked to shift public perception of diversity at PCS. Among other things, this led to a community-focused coding camp located at PCS in the summer of 2019.
- **Strengthen an Inclusive and Supportive School Culture.** The PCS Board led an initiative for data collection focused on assessing the needs of FTC students and families. This data was used to support several initiatives, including enhanced support services and a series of trainings in 2017-18 and 2018-19 for staff and board members on culturally responsive pedagogy and broader Diversity, Equity, and Inclusion (DEI) issues respectively.

- **Recruit More Diverse School Leadership.** PCS has made significant improvements in this area since 2016. Centrally, the Board of Directors recruited and retained the first non-temporary female Head of School in our school's 20-year history. In addition, the Board has increased its own diversity, and is now by several metrics the most diverse constituency in the school across gender and ethnicity, with for example, four of its current eleven members, leaders of color.
- **Expand Data Collection and Assessment.** PCS continued to improve upon methods and standards of gathering data for the purpose of assessing the needs of its ethnically diverse and first-to-college population in order to provide concise and effective support, and made significant strides in this area during the previous plan periods.

III. Detailed Review of Progress on 2016-2020 Diversity Action Plan

The 2016-2020 Diversity Plan identified four particular measures PCS would evaluate and pursue during the time in question. Those measures were as follows (1) continued improvement of outreach efforts; (2) continue to build an inclusive and supportive school culture; (3) board, faculty/staff, and committee diversity recruitment; and (4) improved data collection and assessment. We summarize progress on each goal and subgoal as originally identified in the 2016-2020 Diversity Plan below.

Goal 1: Continued Improvement of Outreach Efforts

Sub-goal 1.1: Refine PCS Outreach Plan. The Outreach Coordinator refined the PCS Outreach plan to address: (a) assessment of outreach efforts to date; (b) strengthening of existing partnerships with community organizations and developing new community partnerships (e.g., with Digital Nest); and (c) implementation of creative new strategies for outreach.

Status: The School implemented this goal by assessing outreach and requiring regular reporting to the Board of Directors on outreach efforts as part of monthly Board Meetings. In addition, we hosted lottery information sessions at community locations in Watsonville, Live Oak, and Beach Flats in both Spanish and English.

Sub-goal 1.2: Continue, Improve, and Expand Community Service/Partnerships. PCS committed to continuing to foster community partnerships, with efforts to focus the program on the 3rd through 6th grade age group.

Status: These relationships continue to be developed. For example, in partnership with Davenport Resource Service Center and Looker, we led an English/Spanish bilingual coding camp at PCS in the summer of 2019.

Sub-goal 1.3: Shift Public Perception. The School sought to shift public perception of diversity at PCS by: (a) raising the visibility of the FTC lottery; (b) highlighting and celebrating the diversity of the PCS student body via a revamped website; and (c) examining all marketing materials to ensure the promotion of diverse student recruitment.

Status: Each of these goals was addressed. For example, we addressed the misperception that PCS has tuition or “required” donations and parent volunteer hours on our website, and produced bilingual marketing and informational materials for lottery information sessions.

Goal 2: Build an Inclusive and Supportive School Culture

Sub-goal 2.1: First to College Families’ Needs Assessments. The School committed to address how best to support diverse and FTC students and families in the school community with the goal of ensuring and improving FTC student retention. Materials were produced in English and Spanish, with intention to make materials available in any other needed languages.

Status: FTC parent surveys were conducted to identify issues affecting the ability of families to support their students’ academic achievements and goals. The results contributed to the development of the 2015-2018 PCS Strategic Plan. In addition, during the 2018-2019 search process for a new Head of School, the PCS Board hosted a dedicated stakeholder engagement event to solicit FTC family input. The PCS Board also reached out individually to Spanish speaking families to solicit their input on needs and priorities.

Sub-goal 2.2: Development of English Language Learner (ELL) Instructional Assistant Position. The school planned to establish an ELL support position to serve the needs of students for whom English is a second language.

Status: PCS began employing a part-time ELL Instructional Assistant in 2018. This position continues to support the needs of English Language Learners and Reclassified Fluent English Proficient students at PCS.

Sub-goal 2.3: Foster Student Involvement in Diversity Efforts. The School planned to invite one or two students annually to serve on the Diversity Committee and support related activities including outreach, school activities, and website development.

Status: The Outreach Coordinator created a student diversity club, and invited one student representative from the club to participate in the Diversity Committee and attend Board meetings. PCS teachers have also engaged students in DEI awareness in the classroom. For example, teachers and departments have expanded reading lists to include authors from diverse backgrounds, selected instrumental and choral music composed by diverse composers, and developed unit and lesson plans across the curriculum to reflect a strong value for diversity.

Sub-goal 2.4: Study Benefits and Impacts of a Possible Sixth-grade. PCS committed to explore whether the addition of a 6th grade cohort would help in the recruitment and retention of students of diverse backgrounds. The results of this study would serve as a recommendation for the next charter renewal. As background, when PCS was founded, it was aligned with the then-existing grade-year division between elementary and middle schools in the local school district, in which middle school began in 7th grade. As many of the local school districts changed many years ago to begin middle school instruction in 6th grade, PCS was no longer aligned with the grade-year division in those schools. Although some (mainly smaller, independent, and/or private) local elementary schools do go through sixth grade, the series of PCS diversity plans have contemplated that adding a 6th grade to PCS could help with diversity efforts in that it, among other considerations, might reduce barriers for students who would be challenged by multiple school transitions (i.e., attending different schools for 5th, 6th, and 7th grades).

As part of the 5-year charter renewal cycle for PCS, in 2014 all references to the historic 7-12 grade alignment of the School were removed and substituted with references to “middle and high school” as long reflected in the School’s mission statement, so as to accommodate such reform. The Memorandum of Understanding with the School’s charter authorizer (the Santa Cruz County Board of Education), required approval for the service of any new grade levels, which has not been sought during the last 5 years.

The PCS Board has identified this change as an important area for making significant transition in the racial and socioeconomic diversity of the School. Specifically, the argument that the addition of a 6th grade would support our diversity goals is strongly supported by the results of a recent study conducted by the Century Foundation, which has been researching and reporting on socioeconomic school integration programs that promote economic and racial diversity as a way of fostering social mobility and social cohesion for more than two decades.² Through an analysis of approximately 5,700 charter schools across all 50 states, the study finds that the most common strategy for promoting socioeconomic integration used by districts and charters in California is increasing the number of applicants to the school lottery by using a combination of strategies, most of which include programs purposely designed to ease students’ transition into middle school. Adding a 6th grade would significantly ease this transition for many prospective PCS

² Potter, H. and Quick, K. (2018). *Diverse-by-Design Charter Schools*. The Century Foundation. Accessed at <https://tcf.org/content/report/diverse-design-charter-schools/?agreed=1>

students by eliminating the “double-jump” they currently must endure in attending three different schools for the 5th, 6th, and 7th grades. This change will benefit all students, but especially those FTC students who would disproportionately apply to the PCS lottery from the larger public elementary schools in Santa Cruz County, which do not serve 6th grade students. Accordingly, as part of the 2020 Charter renewal process, the School intends to seek a material revision of the charter that would remove this barrier to access.

GOAL 3: BOARD AND FACULTY/STAFF DIVERSITY RECRUITMENT

Sub-goal 3.1: Board. The PCS Board sought to address the following in its member recruitment: (a) review and revise its recruitment materials and strategies with the goal of improving diversity; (b) expand outreach both geographically and in terms of advertising methods; (c) leverage connections with local organizations that serve underrepresented constituencies; (d) consider engaging a search firm to enhance diversity; and (e) provide its members access to diversity and bias training.

Status: The School worked towards these goals. For example, we held annual information sessions tailored to provide information about Board service to a diverse group that might not have information and background about the Board. Affirmative efforts were made to encourage community members to attend these annual sessions and they have been successful and well attended. We also revised the application and Board expectation materials to welcome applicants from a more diverse backgrounds, and the Board participated in diversity training.

Sub-goal 3.2: Faculty/Staff. PCS will review and revise its faculty and staff recruitment materials as well as its recruitment strategies with the goal of improving diversity.

Status: The School has followed up on this goal, and has had some noteworthy recruiting successes, particularly in the area of hiring women to teach advanced science and math courses in the curriculum, as well as hiring our first female Head of School after a nation-wide rigorous search process.

Goal 4: Expand Data Collection and Assessment

Sub-goal 4.1: Data Collection/Assessment Subcommittee. The Diversity Committee sought to create a subcommittee focused on data collection and assessment. The subcommittee would: (a) draft and circulate anonymous and voluntary surveys to help gather relevant data and needs assessments, including data about PCS board, faculty, staff, and students; (b) spearhead the collection of data from students who were part of outreach programs described above and from graduating FTC students, such as SAT scores, college acceptance rates, and kinds of colleges

(i.e., two-year, four-year), including information about why FTC students and families decided to apply to and attend particular colleges, and (c) gather data that allows a comparison of “success” data between PCS students and students at other schools and programs and course offerings, such as the Santa Cruz High School Math Academy and AP courses.

Status: Given the importance of these issues, and the sensitivity of some of the information, working closely with the Head of School, the PCS Board has assumed central responsibility for data collection and assessment, and this will be a central focus for the next plan period. For example, in 2018-2019 we collaborated with Dr. Sabbah to collect and analyze data on attrition, which led us to conclude that there is not a correlation at PCS between race and/or FTC status and students who leave PCS prior to graduation.

Goal 4.2: Evaluate Feasibility and Potential Effectiveness of Further Lottery Refinements. Based on data collection and assessment, PCS aimed to consider whether diversity improvement can be achieved by additional lottery measures, such as a 9th grade entry FTC lottery reserve or a lottery reserve for applicants eligible for free and reduced lunch.

Status: PCS continues to evaluate how to hold a lottery that is compliant with State law and also serves PCS diversity goals. The Head of School conducted an analysis looking for any correlation between race and either FTC and/or free and reduced meal eligibility. Based on this analysis, coupled with a recent study of barriers to access in Diverse by Design schools conducted by the Century Foundation³, PCS has concluded that the most effective approach is to direct its efforts to the 6th Grade and the expansion of the First to College preference in that lottery as discussed in Part IV below.

IV. Overview of the 2020-2025 Diversity Action Plan

The 2020-2025 Diversity Action Plan has five overarching goals (A-E), which are summarized here and detailed in Section V below.

A. Recruit More Diverse Student Population. The Board and Head of School will jointly investigate the possible benefits and impacts of creating a 6th grade with a 50% lottery preference for underrepresented students, as identified by First to College (FTC) status and/or Free and Reduced Price Meal (FRPM) eligibility (or other diversity-targeted metrics), in order to ease the transition between elementary, middle, and high school for underrepresented students

³ Potter, H. and Quick, K. (2018). *Diverse-by-Design Charter Schools*. The Century Foundation. Accessed at <https://tcf.org/content/report/diverse-design-charter-schools/?agreed=1>

and thereby increase the likelihood of their applying to PCS, and to provide an additional opportunity for student support separate from the existing program and course sequence. As part of this initiative, PCS may create 1-2 pilot section(s) to determine feasibility before launching a full 6th grade program.

B. Build Mechanisms for Student Support. The Head of School will lead efforts focused on teacher development and support programs for students to ensure all students are supported to be successful at PCS, with a particular focus on ensuring the success of diverse populations, and with a view towards expanding support for include grades 9-12.

C. Recruit Diverse School Leadership. The Head of School will identify and implement strategies to recruit a more diverse teacher and staff population, and the Board will continue to recruit diverse members, both with a view to better reflect our community's demographics.

D. Build an Inclusive and Supportive School Culture. The Head of School will lead efforts to build an inclusive and equitable school culture and climate to support the academic success, and social and emotional well-being of every student. This initiative will both involve investing in a staff member to support diversity, equity and inclusion efforts in addition to engaging expertise on equity to support multi-stakeholder learning.

E. Refine Data Collection and Evaluation. PCS plans to refine current methods and standards of gathering and analyzing data for the purpose of uncovering any gaps in achievement within the student population and in particular for the most vulnerable students. Such metrics will be used to intentionally deploy resources to support the students that are most heavily impacted.

V. 2020-2025 Diversity Action Plan

Plan Elements and Reporting Timeline: The 2020-2025 Diversity Plan has five mutually supporting goals, which aim to build on and expand past efforts: (A) recruit a more diverse student population; (B) build mechanisms of student support; (C) recruit diverse school leadership; (D) build a supportive and inclusive school culture; and (E) expand data collection and assessment. The Head of School will oversee the preparation of a status report addressing progress in these areas, to be submitted to the Board of Directors each December and May.

Goal A: Recruit More Diverse Student Population. If approved as a material revision to the charter, the Board and Head of School will jointly investigate the possible benefits and impacts of creating a 6th grade with a 50% lottery preference for underrepresented students, as identified by First to College (FTC) status and/or Free and Reduced-Price Meal (FRPM) eligibility (or other diversity-targeted metrics), in order to ease the transition between elementary, middle, and high school for underrepresented students and thereby increase the likelihood of their applying to

PCS. As part of this initiative, PCS will request a material revision to the charter to create 1-2 pilot section(s) to determine feasibility before launching a full 6th grade program. PCS recognizes that adding more than the two pilot sections outlined in the pilot program will require additional space and facilities, necessitating an additional request for material change to the charter.

When PCS was founded, it was aligned with the then-existing grade-year division between elementary and middle schools in the local school district, in which middle school began in 7th grade. As many of the local school districts have now changed to begin middle school instruction in 6th grade, PCS is no longer aligned with the grade-year division in those schools. Adding a sixth grade to PCS through an approved material change to the charter could help with diversity efforts, in that it would reduce barriers for students who would be challenged by multiple school transitions (i.e., attending different schools for 5th, 6th, and 7th grades).

PCS runs a first-to-college admissions lottery that allocates 15% of 7th grade seats for students who will be the first in their family to attend college. This lottery occurs prior to the main lottery; anyone not chosen in the first-to-college lottery is then entered in the main lottery as well. As part of our efforts to analyze PCS's stated commitment to enrolling a diverse student body, we have looked at the first-to-college admissions lottery data to measure the level of diversity in the school's actual enrollment. While we recognize that a robust definition of diversity in school enrollment requires considering a variety of factors, our analysis showed, unsurprisingly, that first-to-college admissions at PCS correlates with racial and socioeconomic diversity. In the last few years, however, the number of applicants to the first-to-college admissions lottery has not increased and remains close to the 15% of the allotted 7th grade seats. While a narrow achievement gap persists for these students according to state administered test results, that gap is decidedly smaller than the statewide equity/opportunity gaps. Fundamentally, the consideration of first-to-college in selection process has been a critical component for achieving the current level of diversity at PCS, yet moving forward we must further evaluate ways to attract an even higher enrollment of diverse students into the school.

At the current level of diversity, research has shown that it is still difficult for minority students to achieve a sense of belonging and it is challenging to reassure tolerance and cross-racial friendships among all students. A more substantial intervention, we believe, is needed. One avenue we would like to explore, if approved through material revision of the charter, is to increase the number of students who gain admission via selective enrollment at the sixth-grade level. As stated, similar efforts have been put in place in other charter networks successfully pursuing socioeconomic integration.

We are particularly drawn to a pilot program for sixth-graders (if approved through material revision of the charter) because it will allow PCS to attract and enroll more diverse cohorts of students, feeding more equitably from all local elementary schools, rather than the select few that currently include a 6th grade. A five-year longitudinal analysis of PCS feeder schools reveals that 30-40% of PCS 7th grade enrollment feeds from private or small schools that are not as diverse

as our surrounding public elementary and middle schools. A closer look reveals that 21% of our enrollment from public feeder schools represents those somewhat less diverse public elementary sites who offer a 6th grade, which means that less than half (49%) of PCS enrollment each year feeds from more diverse public middle schools, after students have attended 6th grade elsewhere. Thus, we believe the lack of a 6th grade at PCS to be a hindrance to achieving parity with our surrounding schools and community.

If approved through material revision of the charter, this approach will also ease the transition to middle and high school, as students will transfer to PCS directly from elementary school, rather than having to transition twice between elementary, middle and high school. This opportunity would be particularly impactful for FTC students who are less likely to be transitioning to PCS from private schools, which often offer a sixth grade. Developing a 6th grade pilot program will require considerable preparation. These efforts will include an intentional turn toward a nurturing learning and social atmosphere designed to meet the needs and circumstances of younger students. Moving forward, we need more research to effectively shape our pilot program into one that encourages true equity, rather than one that simply promotes access as a single step of progress. If approved as a material revision to the charter, the following specific activities will help PCS reach this goal:

1. Engage stakeholders in a discussion of the possible benefits, impacts, and hurdles in launching a pilot sixth grade.
2. Redoubling efforts with community partnerships that will yield a greater number of diverse applicants.
3. Evaluate if additional selection metrics, in addition to FTC and FRPM eligibility, may help to further diversity efforts.

PCS intends to proceed with actions listed above as 2 and 3 regardless of the outcome of our request for material revision to the charter for the sixth-grade pilot. We remain committed to increasing diversity at PCS in the future, and will adjust lottery priorities for underrepresented students, foster positive community partnerships, and continue to explore a variety of outreach efforts towards our goal of recruiting a more diverse student population.

Goal B: Build Mechanisms of Student Support. The Head of School will lead efforts focused on teacher development and support programs for students to ensure all students are supported to be successful at PCS, with a particular focus on ensuring the success of diverse populations, and with a view towards expanding support for include grades 9-12.

At the center of PCS's vision and mission is providing an exemplary college preparatory program, rich in academic, artistic, and multicultural opportunities. Our values statement underscores our essential belief that all students are capable of success within this rigorous academic environment, given the right supports. As PCS strives to become a more diverse learning community, we move forward with particular interest in providing a comprehensive

system of student support to ensure the success of all students, with particular interest in reducing equity/opportunity gaps.

To that end, PCS will enhance services to provide Multi-Tiered Systems of Support (MTSS). As defined by the California Department of Education, “MTSS is an integrated, comprehensive framework that focuses on core instruction, differentiated learning, student-centered learning, individualized student needs, and the alignment of systems necessary for all students’ academic, behavioral, and social success.”⁴ By establishing an MTSS system, PCS will create greater opportunity to identify and intentionally respond to students’ individual learning needs with necessary services and supports.

PCS will continue to build the capacity of faculty and staff to meet the needs of diverse learners by engaging in professional learning focused on culturally responsive pedagogy, Universal Design for Learning, Social and Emotional Learning, and instructional strategies appropriate for variable learning needs.

To specifically support the needs of our first-to-college students and their families, PCS will partner with Advancement Via Individual Determination (AVID), a non-profit organization with over 30 years’ experience in reducing achievement gaps and attaining success for low-income, first-to-college students. AVID training, resources, and consultancy will assist PCS in embedding academic supports and services to meet the needs of the diverse students we seek to attract and retain.

The following specific activities will help PCS reach the above goal:

1. Enhance Multi-Tiered Systems of Support (MTSS), including:
 - a. Grade Level Team meetings
 - b. Student Success Team (SST) process
 - c. Academic support for students in all grades
 - d. Social-emotional/mental health learning and support for students in all grades
2. Professional Development focused on culturally responsive pedagogy, Universal Design for Learning, and instructional strategies to support the success of diverse learners
3. AVID Partnership
 - a. Professional development for PCS faculty and staff on schoolwide structures and strategies that accelerate student learning and close achievement gaps
 - b. Access to resources, materials, and consultation services proven to support the

⁴California Department of Education, Multi-Tiered Systems of Support, accessed at <https://www.cde.ca.gov/ci/cr/ri/>

success of first-to-college students

- c. Parent education materials and strategies, targeted to support for first-to-college students and their families
- d. Network of support with other regional AVID programs, including those active in Santa Cruz County middle and high schools
- e. Investment in dedicated tutors to support first-to-college students

Goal C: Recruit Diverse School Leadership. The Head of School will identify and implement strategies to recruit a more diverse teacher and staff population, and the Board will continue to recruit diverse members, both with a view to better reflect our community’s demographics.

As PCS seeks to increase student diversity, we recognize the benefits of recruiting and retaining a more diverse faculty and staff. According to 2018 study, “increasing teacher diversity is a very important strategy for improving learning for students of color and for closing achievement gaps.”⁵ While PCS recognizes that all students benefit from learning in a more diverse school environment, research suggests “the impact is especially significant for students of color, who have higher test scores, are more likely to graduate high school, and more likely to succeed in college when they have had teachers of color who serve as role models and support their attachment to school and learning. Students with racially diverse teachers also have fewer unexcused absences and are less likely to be chronically absent.”⁶

PCS has traditionally recruited teachers and staff primarily by posting openings on EdJoin and the Employment portion of the school website. A significant departure from this norm was the recent Head of School search process, for which PCS Board of Directors engaged an Executive Search Consulting firm, in order to deliver a diverse slate of highly-qualified candidates. With similar intent, PCS will use a variety of outreach and recruitment strategies to find diverse candidates qualified for future positions.

The following specific activities will help PCS reach the above goal:

1. Outreach and communication with local teacher preparation/credential programs
2. Participation in regional teacher recruitment fairs
3. PCS representation in forums and networks focused on diversity in education

Goal D: Build an Inclusive and Supportive School Culture. The Head of School will lead efforts to build an inclusive and equitable school culture and climate to support the academic success, and social and emotional well-being of every student. This initiative may expand classified staff hours to support diversity, equity and inclusion efforts in addition to engaging

⁵Carver-Thomas, D. (2018). *Diversifying the teaching profession: How to recruit and retain teachers of color*. Palo Alto, CA: Learning Policy Institute.

⁶Ibid

expertise on equity to support multi-stakeholder development.

Additional deliberate action will be needed to build a more diverse, equitable, and inclusive school community. Research has shown that an equitable and inclusive school culture is critical to the recruitment and retention of diverse and highly-qualified teachers, as well as the recruitment, retention and success of students of diverse backgrounds.

To ensure all members of the PCS community experience an inclusive rather than an assimilationist environment, PCS will continue to provide learning opportunities for leadership, staff, faculty and students to engage in discussion and training about equity, explicit and implicit bias, structural inequalities, and other issues related to DEI. To do this, PCS will continue to engage outside expertise and consultation to support and expand a multi-year learning process for the Board, teachers, staff, parents and students.

The following specific activities will help PCS reach the above goal:

1. Diversity, Equity & Inclusion Consultancy. PCS will provide a series of learning opportunities for staff and stakeholder groups regarding DEI. This will take a variety of forms including targeted support from outside expertise to guide us, professional learning for the Board, and faculty and staff, as well as student and parent engagement.

2. Dedicated Staffing. We may augment prior classified staffing to extend outreach and recruitment efforts, and to include student and family engagement to further support and retain diverse students and families.

3. Student Leadership & Engagement. PCS will identify an annual cohort of student leaders who will receive targeted DEI training to serve as mentors and leaders for positive school culture building at PCS (e.g. SV Faces Camp Everytown or similar), Student Voices (Head of School advisory and action committee).

4. Integration of DEI in Curriculum and Instruction. Building on the intentional work PCS teachers have done to infuse DEI awareness and strategies in curricula and learning strategies, academic departments and teachers will continue to enhance instruction by identifying resources, materials, and learning opportunities that will intentionally reflect PCS's value for diversity and inclusion.

Goal E: Refine Data Collection and Assessment. PCS plans to refine current methods and standards of gathering data for the purpose of uncovering any gaps in achievement within the student population and in particular for the most vulnerable students. Such metrics will be used

to intentionally deploy resources to support students with demonstrated achievement gaps.

In recent years, closing the achievement gaps between different groups of students has become the focus of state policy. PCS will continue to build on this research by expanding and refining our own research about classroom-level practices associated with increased student performance, with an aim to close any identified achievement gaps at PCS. We plan to survey current policies and practices in order to provide better teacher support for use of classroom data.

The following specific activities will help PCS reach the above goal:

1. Professional Development for Teachers. We plan to use data assessment to help teachers understand skill gaps of low-achieving students and receive professional development on linking low-performing student data to instructional strategies.
2. Create a Roadmap to Close Achievement Gaps. We will can establish reasonable roadmaps to achieve our vision, setting measurable goals for each racial or socioeconomic subgroup to close the achievement gaps. Efforts to collect and analyze data more effectively might include contracting with a school data specialist or other outside consultants pending resource availability.

While the school collectively strives toward improving multiple measures of student performance, we will also incorporate progress targets directly into department and individual teachers' professional goals. With measurable goals, the phrase "closing the gaps" becomes less aspirational and will give departments and teachers concrete opportunities and accountability mechanisms. We will provide resources and support to accelerate the learning of low-achieving students while continuing to improve achievement for all. We will provide teachers with access to frequent, diagnostic assessments and high-quality professional development, including coaching and collaboration time with colleagues. This will allow teachers to use data to make significant improvements to curriculum and instruction in order to close achievement gaps.

VI. Appendix A – Relevant Data

A. *Measurements of Diversity*

Evidence suggests that the demographics of PCS applicants are similar to the pupil population of peers attending Santa Cruz City Schools High Schools that pursue a college preparatory curriculum, as demonstrated by enrollment in AP classes. PCS will continue seeking to monitor this important basis of comparison. In recognition that a diverse student body is critical to an excellent education, PCS will continue its efforts to achieve diversity in all areas, including race, ethnicity, socioeconomic status, sexual orientation, and gender identity/expression.

B. *Diversity Index Data/Tables*

The tables below show multi-year trends in PCS student racial demographics as well as student socioeconomic status. PCS is encouraged by continued growth in the diversity of the student population as measured by these two indicators. PCS will continue to focus on outreach and recruitment of students in all Santa Cruz communities, as well as strengthening support structures to facilitate their success once enrolled.

1. Percentage of PCS Students Reported as Hispanic/Latino

School Year	Grade 7	Grade 8	Grade 9	Grade 10	Grade 11	Grade 12	Total	Santa Cruz High School District
2010-11	5.0	10.2	6.7	12.6	12.3	5.5	9.0	32.6%
2011-12	17.0	13.6	11.4	4.7	10.7	10.4	11.4	34.5%
2012-13	21.6	16.1	11.4	13.1	5.9	11.0	13.2	35.9 %
2013-14	13.5	20.5	17.0	11.8	14.7	16.1	14.0	37.1 %
2014-15	15.4	14.1	18.2	17.0	16.7	15.5	16.1	37.6 %
2015-16	15.2	15.0	13.0	14.4	14.8	12.9	14.3	37.5

2016-17	6.5	18.7	18.7	14.1	18.3	14.9	15.1	28.2
2017-18	17.4	7.6	18.5	16.5	15.0	16.9	15.3	27
2018-19	11.0	18.3	6.5	16.5	18.2	16.7	14.5	TBD

2. Percentage of PCS Students Reported as White

School Year	Grade 7	Grade 8	Grade 9	Grade 10	Grade 11	Grade 12	Total	SCHS District
2010-11	86.3	73.9	69.7	74.7	75.3	81.8	76.5	58.4 %
2011-12	65.9	71.6	72.7	67.1	72.6	72.7	70.4	56.0 %
2012-13	65.9	65.5	72.3	72.6	70.6	76.8	70.6	54.1 %
2013-14	64	64.8	63.6	69.4	66.6	72	66.6	52.6 %
2014-15	71.4	67.4	69.0	70.0	75.5	66.2	69.9	52.9 %
2015-16	75.0	73.6	72.2	68.0	68.0	73.2	71.8	52.9
2016-17	78.3	76.3	65.9	70.1	64.6	67.6	70.8	61
2017-18	61.5	79.3	75	64.8	65.6	70.5	68.3	60.5
2018-19	73.3	64.5	79.3	78.3	62.5	72.2	70.6	TBD

3. Percentage of PCS Students Reported as Eligible for Free and Reduced Lunch

School Year	Grade 7	Grade 8	Grade 9	Grade 10	Grade 11	Grade 12	Total	SCHS District
2010-11	1.2	0	3.4	3.5	3.8	27.3	5.2	35.5 %

2011-12	1.1	3.4	5.8	7.1	6.0	13.2	5.9	32.5 %
2012-13	2.3	10.3	4.5	8.4	7.0	9.8	7.0	32.5 %
2013-14	5.7	1.1	0	0	0	2.5	1.6	36.5 %
2014-15	8.8	5.6	2.3	3.8	1.4	2.8	4.3	40.3 %
2015-16	4.4	11	5.6	2.5	4	4.2	5.4	TBD
2016-17	8.7	7.8	13.2	11.8	5.8	2.7	8.5	TBD
2017-18	9	11	13	15	13	8	11.5	32.1
2018-2019	11	7.5	9	11	15	15.5	11.3	TBD

4. First to College (FTC) Students

Academic performance data of the FTC students is compiled in the table below. The numbers are fairly small, making it difficult to identify trends. However, the high success rate on Advanced Placement exams in our first graduating class is notable.

PCS First to College Academic Data (through 2018-2019)									
	GPA		% who Met or Exceeded the Standard on CAASPP						% of AP Exams with 3, 4, or 5
Class	Junior High	High School	7th ELA	7th Math	8th ELA	8th Math	11th ELA	11th Math	
2017	2.62	2.965					83% (n=6)	50% (n=6)	85% (n=21)
2018	2.45	2.76			60% (n=10)	50% (n=10)	88% (n=8)	75% (n=8)	58% (n=12)
2019	3.057	3.338			60% (n=10)	50% (n=10)	88% (n=10)	75% (n=10)	63% (n=23)
2020	2.494	2.777	75% (n=8)	50% (n=8)	75% (n=8)	38% (n=8)			61% (n=18)
2021	2.640	2.934	29% (n=7)	29% (n=7)	43% (n=7)	29% (n=29)			75% (n=8)

2022	2.832	3.738	75% (n=8)	50% (n=8)	83% (n=6)	50% (n=6)			
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5. PCS Student Diversity Results

Key student diversity categories are combined for comparison.

	Total Enrollment*	FTC Students**		Hispanic Students	
2019-2020	543	45	8.3%	79	14.6%
2018-2019	545	44	8.3%	79	14.5%
2017-2018	537	39	7.2%	83	15.3%
2016-2017	522	41	7.9%	80	15.1%
2015-2016	518	36	7%	74	14.3%
2014-2015	508	33	6.4%	82	16.1%
2013-2014	504	26	5%	70	14.0%

FTC (First to College) and Hispanic student data are self-reported; Hispanic students reported as Hispanic/Latino.

* Starting enrollment as of the first Wednesday of each October.

** FTC students admitted through sibling preference, FTC lottery, general lottery, and after 7th grade combined.

6. 2017-2018 Ethnic Diversity Index - Santa Cruz County Schools

School	Ethnic Diversity Index	Enrollment
San Lorenzo Valley High	23	726
San Lorenzo Valley Middle	26	538
Scotts Valley High	32	802
Scotts Valley Middle	30	562
Pacific Collegiate School	34	537
Aptos High	40	1,478
Mission Hill Middle	44	615

Santa Cruz High	40	1,062
Branciforte Middle	42	482
Soquel High	42	1,155
Harbor High	40	926
All Santa Cruz County public schools	39	40,393

2017-2018 scores from the California Department of Education's (CDE) state-wide [Ethnic Diversity Index \(EDI\)](http://www.ed-data.org/) web site (<http://www.ed-data.org/>) for selected Santa Cruz County middle and high schools. The CDE recognizes seven racial categories. EDI values close to 100 indicate a school has a fairly even distribution of students among the seven categories. Numbers closer to 0 indicate that students are predominantly from a single racial group.

For the March 2011 admissions process, PCS received 24 applications for the Pilot FTC Lottery. With 56 seats available in 7th grade in 2011, the Principal directed school staff to set aside six seats for Pilot FTC Lottery applicants, leaving 18 on the Pilot FTC Lottery wait-list. Four of the 24 Pilot Lottery applicants were of Hispanic origin. One of the wait-listed Pilot FTC Lottery applicants was admitted to the 7th Grade via the larger general lottery and two more of the Pilot FTC Lottery applicants were subsequently admitted to 7th grade from the regular wait-list in the months following the lottery. The outcome was that nine of the 24 students who sought admission to PCS via the Pilot FTC Lottery program earned seats in 7th grade for the 2011-2012 school year; one more entered post-lottery for a total of 10 FTC students. Despite that outcome, the result of the lottery was that none of the Hispanic applicants were offered admission through the combined lottery process.

Regarding FTC student retention for this initial FTC lottery cohort, six of the initial 10 students have continued on to become current seniors (in the current 2016-2017 school year), a 60 percent retention which is identical to the retention for this senior class as a whole starting from 7th grade. However, it should be recognized that one or a few students in such a small group has a large effect on the percentage calculations and that year-to-year trends are more significant than any one-year percentage. It should also be recognized that students leave schools for a variety of reasons, some beyond their control or academic performance.

The outcome of the March 2012 FTC Lottery was quite different. PCS received 21 applications for the second FTC Lottery, 10 of which came from applicants of Hispanic origin. With 50 seats available in 7th grade in 2012, the Principal directed school staff to set aside five seats for FTC Lottery applicants, leaving 16 on the FTC Lottery waitlist. Of the five FTC Lottery applicants admitted, three were Hispanic. Five of the students who were waitlisted for the FTC Lottery

were subsequently admitted through the general lottery. Thus, 10 of the 21 applicants to PCS via the FTC Lottery program (eight of whom self-identified as Hispanic) earned seats in the 2012-2013 incoming 7th grade class. That represents a statistically distinct result, as compared to the incoming 7th grade class generally, and suggests that the FTC Lottery project (which will affect the cultural and socio-economic diversity of the school by admitting on a preferential basis a cohort of students that would be the first in their family to attend college) also is having an impact on racial and ethnic diversity at PCS. Retention data for this cohort, and future cohorts, will be included in future reports.

The March 2015 lottery (class of 2021) received 264 total applications for 7th grade, including 15 applications for the FTC lottery. Five seats were set aside for FTC lottery. Of the 5 students receiving the FTC seats, only one identified as Latino and they declined to enroll. Two other FTC students received seats through the general lottery, and one of those applicants identified as Latino. Two FTC siblings were also enrolled, both identifying as Latino. Currently 6 of these 8 FTC students are still enrolled at PCS. Neither student who left PCS identified as Latino.

The March 2016 lottery (class of 2022) received 231 total applications for 7th grade, including 13 applications for the FTC lottery. Six seats were set aside for the FTC lottery. Of the six students receiving the FTC seats, only one identified as Latino. No other FTC applicants received a seat in the general lottery. Currently 4 of the 6 FTC students are still enrolled at PCS, including the one FTC identifying as Latino.

The March 2017 lottery (class of 2023) received 258 total applications for 7th grade, including 16 applications for the FTC lottery. This was the first year that PCS began using a lottery software from Smart Choice Technologies, Inc. making some additional application information now accessible. Of the 16 FTC applicants, one was a sibling of a currently attending student, and 7 of the remaining applicants did not attend a required Lottery Information Meeting which would have made their application eligible to go into the lottery. Consequently, only 8 FTC applications were actually submitted for the FTC lottery. Six seats were held for the FTC lottery. One of the six applicants receiving an FTC seat identifies as Latino. One additional FTC applicant received a seat in the General Lottery. Currently, of the 8 FTC applicants receiving seats, only 4 are currently enrolled including the applicant that identifies as Latino. The FTC sibling declined to enroll after the lottery.

The March 2018 lottery (class of 2024) received 256 total applications for 7th grade, including 22 applications for the FTC lottery. Of the 22 FTC applicants, 3 were siblings of currently attending students, and 5 applicants did not attend the required Lottery Information Meeting. The total number of applicants eligible for the FTC lottery were 14. Seven seats were set aside for the FTC lottery. Of the 7 FTC applicants receiving a seat, one student identifies as Latino. One additional FTC applicant received a seat in the general lottery and also identifies as Latino. From the 11 students receiving FTC seats, 9 are currently enrolled. One student identifying as Latino dis-enrolled.

The March 2019 lottery (class of 2025) received 272 total applications for 7th grade, including 25 applications for the FTC lottery. Of the 25 FTC applicants, 4 were siblings of currently attending students and 3 of these siblings identified as Latino. Five FTC applicants did not attend the required Lottery Information meeting. The total number of applicants eligible for the FTC lottery

were 16. Ten seats were set aside for the FTC lottery. Of the 10 applicants receiving FTC seats, only 1 identified as Latino. Four additional FTC applicants received seats in the general lottery, with two identifying as Latino. One of these 4 FTC applicants declined to enroll after the lottery.

D. WASC Plan Diversity Goals

Action Item 2: Increase academic support to First to College (FTC) students

Tasks	Responsible Parties	Progress Assessments	Timeline	Progress Reports
Establish baseline metrics for FTC student academic tracking to be collected, compiled and evaluated annually	Administration Outreach Coordinator Diversity Committee Faculty	Creation of a template for data collection	2015 to 2016 and ongoing	Annual report to the Governing Board created by the Administration
Survey parents of FTC students annually to determine effectiveness of systems and support	Administration Outreach Coordinator Diversity Committee	Create survey Compile data	2015 to 2016 and ongoing	Annual report to the Governing Board created by the Administration
Analyze metrics and survey results and make adjustments to provide appropriate support for FTC Students	Administration Outreach Coordinator Diversity Committee Faculty	FTC support plan	2015 to 2016 and ongoing	Annual report to the Governing Board created by the Administration

E. 2015-2018 Strategic Plan Diversity Goals

2. Foster a positive school culture to enhance student engagement.

2-B. Continue to increase diversity at every level within the school community.

VII. Appendix B – Detailed Review of Past Diversity Plans

Review of 2006-2011 Diversity Plan and Progress

The original 2006-2011 Diversity Plan included six elements. Those elements, and the progress made on those ideas since that time, are as follows:

1.Retention of Outreach Coordinator. In January of 2007, PCS created and funded a paid staff position for an Outreach Coordinator. The original PCS Outreach Coordinator served in that capacity until the end of the 2015-2016 school year. The Diversity Committee expended significant efforts on recruitment for this position in the fall of 2016, which resulted in the hiring of a new Outreach Coordinator in December 2016.

2.Creation of Diversity Oversight Committee. In 2006, a Diversity Oversight Committee was created and empaneled as an advisory committee reporting to the PCS Board of Directors. The Diversity Oversight Committee replaced the Diversity Task Force, which had been formed in 2005, which was preceded by the Diversity Education and Outreach Committee, established in 2004. The Diversity Oversight Committee continues to meet monthly and includes the Outreach Coordinator and school principal.

3.Development of PCS Community Outreach Program. The PCS Community Outreach program started immediately and has included dissemination of information about PCS and upcoming events through the school website and local newspapers and other means. The Outreach Coordinator has supervised the dissemination of information to area schools, community centers, libraries, after-school programs, health clinics, religious institutions, local businesses, and other places where families of diverse backgrounds might be reached.⁷ The Outreach Coordinator has attended a wide variety of community events to raise awareness of PCS and the procedures for admission. PCS has developed community partnerships to facilitate positive interactions between PCS students and staff and Santa Cruz community members, including tutoring, mentoring, and other community service projects.⁸ Prior to the annual admissions lottery, which is typically held in March, PCS conducts at least three information meetings for students and their families. These meetings are widely advertised in English as well as Spanish, and Spanish language interpretation is available at each meeting. All literature, handouts and PowerPoint presentations are translated into Spanish. The PCS website has a translation feature so that the website material can be instantly converted to Spanish. PCS also has staff members who are fluent Spanish speakers who can support prospective families and students with the application process. The online admission application is available in both Spanish and English and hard copies of both

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applications are available on campus for those not able to access information via the Internet.

4. Development of Pilot “First to College” (FTC) Program Affecting PCS Lottery. The combination of open public access and high academic standards has resulted in significantly more demand for PCS admission than there are spaces available for students. Pursuant to California State charter school law, PCS holds an annual public lottery for admissions. The lottery is widely publicized, open to all - there are no tests and no application fees - and is completely transparent.⁹

In the spring of 2009, the PCS Board of Directors approved a proposal for a pilot lottery program to address student diversity. The PCS Pilot FTC Lottery Study began with the admission lottery for the 2011-2012 school year. The program set aside either 10% of available slots or five seats, whichever number was greater, for applicants to 7th grade who would be the first in their family to attend college. (For purposes of this program, a ‘first-generation college-bound’ applicant is defined as one whose parents’ or chief guardians’ highest level of education is less than an Associate’s Degree.) Also, students applying through the FTC lottery who were not admitted were then added to the general lottery, effectively giving them two chances at admission. For the 2011-2012 year, the FTC Lottery received strong interest but the outcome of the lottery did not directly result in an increase of Hispanic student admissions. However, the following year, the FTC Lottery did increase the admission of Hispanic students. (See section VII.C.)

5. Programs for Student Support. Since approximately 2004, PCS staff have been meeting monthly to identify at-risk students and provide them with the appropriate resources/support. At these meetings, teachers share observations about students and develop action plans for support. In some cases, students are referred to the Student Support Team for additional support.¹⁰ Study hall is available for students before and after school and throughout the day, with computers available. Peer tutors, supervised by a member of the faculty, are available in afternoon study hall Monday-Thursday until 4:30 p.m.

In 2011, PCS refined its “7th/8th Academic Support” position, a job that focuses exclusively on working with 7th and 8th grade students who need additional help outside of the classroom. The position had originally been coupled with classroom teaching. Also in 2011, PCS implemented an advisory system structured around 35-minute periods every Friday and every other Tuesday. Advisory periods provided students with a safe, inviting place to build a relationship with peers and an adult at the school (either a teacher or administrator) who was there to talk about subjects outside of the regular curriculum. The function of advisory was, among other things, to ensure that no student “slips through the cracks.” Advisors were required to do regular, one-on-one check-ins with students pertaining to both academic and social issues. As discussed below, in the 2015-2016 school year, the Advisory program was changed to a Seminar program.

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In the 2010-2011 school year, the Math Department began offering drop-in after-school tutorial programs staffed by volunteer faculty, and the program currently operates on Mondays and Tuesdays after school. Many students are officially referred to the program, but students have also opted to attend. The program's organizers track the attendance of students, and it is specifically aimed at improving achievement in math.

6.School Culture and Mentoring. A late summer program called Academic Base Camp was instituted in the summer of 2005 and continues to be offered to introduce students to the PCS environment and prepare students for the rigorous curriculum in 7th grade. Typically starting about three weeks before the first day of classes, Base Camp targets approximately 50 incoming 7th grade students who, based on assessments in Math and English administered during the previous spring, have been identified as potentially needing support in one or both of these critical academic areas. Students meet in two English classes and two Math classes, reviewing skills and strategies with four members of the PCS faculty. Most Base Camp participants describe the experience as important to having a successful launch at PCS. Despite the loss of state funding for the program, PCS continues to budget for the Base Camp experience. As discussed below, Base Camp was expanded in 2015 to support high school students enrolled in AP classes.

Beginning in the 2012-2013 school year, PCS offered incoming 7th grade students an elective course called Study Skills & Technology (SST). The course focused on the introduction and practice of the types of academic tasks students can, and should, expect to encounter during their time at PCS. Finding that it was an important part of a successful adjustment to the PCS program, the SST course became mandatory for incoming 7th graders in the next school year.

PCS participates in the nationwide WEB ("Where Everyone Belongs") Program, an organization whose purpose is to help students feel more comfortable as well as help them achieve success in their first year of PCS. The WEB 7th grade orientation and transition program is designed to both welcome and support 7th graders by assigning them a high school WEB Leader as a mentor during this first year. This WEB Leader is a responsible older student who was hand selected from a large pool of applicants and has met the qualifications of being a good role model and a positive leader on our campus.

2011-2015 Diversity Plan and Progress

The 2011-2015 Diversity Plan identified five measures PCS would evaluate and pursue.¹¹ Those

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measures, and the progress made on each, is as follows:

1. Continued Improvement of Outreach Efforts. The PCS Community Outreach program has continued to find new ways to reach diverse communities. In 2014, PCS established a tutoring program with Barrios Unidos. Children in grades kindergarten to 12th grade who participate in Barrios Unidos are transported to PCS two days a week, where students provide tutoring and PCS staff provide academic assessments. During the 2014-2015 school year, approximately 20 students from the Beach Flats community participated. During the 2015-2016 year, about 20 students from Beach Flats and an additional 20 students from the Live Oak community participated and there was a waitlist of about the same numbers from each community to join the program, the total number participating being limited due to transportation issues. The program has been a tremendous success, although Barrios Unidos has found it challenging to continue transportation funding.¹² In conjunction with the tutoring program, PCS has been involved in potluck community events with Barrios Unidos parents. The events have been at both PCS and in the Beach Flats Community Center.¹³ Through both the tutoring program and the community events, families who might not have even been aware of PCS have now been introduced to PCS in a positive and welcoming manner, and some of those families have applied for the PCS lottery.¹⁴

2. Improvement and Refinement of Mentoring and Support of Students and Families. The PCS Tutorial program was instituted in 2014 and has been widely utilized by students for academic support. During Tutorial periods, which are on Wednesdays and Thursdays, students may drop in and consult with any teacher for help in making up missed work and for extra assistance in areas where the student may be struggling. In 2015, PCS introduced the Seminar program (replacing the Advisory program) in which PCS faculty and staff teach once-a-week “courses” on topics of interest to them and students. The courses have been extremely diverse, including yoga, vegan baking, board games, creative writing, philosophy, a capella, documentary analysis, journalism, and knitting. Students select their Seminar each semester and get the opportunity to know a faculty or staff member on a more personal level. This program has been popular with students and continues the spirit of the Advisory program in that it fosters relationships between students and faculty members.

In 2015, PCS began a program called the AP Base Camp to help incoming 10th through 12th grade students prepare for the Advanced Placement (AP) courses and exams specifically and the increased academic expectations of the upper grades in general. The AP Base Camp is an 8-day program held over the summer for two hours per day. The program focuses on the skills of reading a textbook, outlining, and preparing for quizzes/assessments. Up to 50 students may

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enroll, and preference is given to new students as well as those recommended by teachers.

College Test Prep resources were offered for the SAT and ACT tests beginning in the 2014-2015 school year, and in 2015 these resources became free to all students. The PCS college counselor provides financial aid workshops for parents and helps families prepare the Free Application for Federal Student Aid (FAFSA).

3.Evaluation and Refinement of Lottery. In 2014, the PCS Board of Directors permanently adopted the FTC Lottery, based on the results of the PCS FTC Pilot Lottery Study, with amendments adopted following discussions during the COE Board of Education Trustees' Charter School Committee meeting on October 7, 2014. Pursuant to the October 2014 amendments, the admission reserve for FTC students will increase from 10 percent to 15 percent in increments of one percent per year for five years starting in the 2015-2016 school year. This will result in the following admissions reserves: 11 percent for the 2015-2016 school year, 12 percent for the 2016-2017 school year, 13 percent for the 2017-2018 school year, 14 percent for the 2018-2019 school year, and 15 percent for the 2019-2020 school year, after which it will remain at 15 percent.

4.Evaluation of Possible Summer Academic Camp. During the 2012-2013 school year, PCS evaluated the feasibility of offering a new academic summer camp during the summer months, for students who had completed 5th grade. The proposed camp would focus on developing basic study skills necessary for long term academic success, with an emphasis on skills appropriate to the 6th grade, and it would provide a roadmap to the PCS academic program and school culture. However, with the facility move, the logistical preparation was put on hold. This program is still being considered.

5.Pursuit of Opportunities for Cultural Enrichment. The 2011-2015 plan recognized that the PCS experience has been enriched by academic and extracurricular programs focused on the appreciation of diverse cultures and peoples, by students from other countries who attend PCS, and by the experiences of PCS students who participate in programs for travel and study abroad. The plan envisioned the evaluation of potential "sister schools" and other opportunities for learning across international borders. During that time period, PCS began hosting more foreign exchange students and offering a formal student exchange with a school in Denmark and a school in Chile. PCS also began offering four world languages, with an increasing focus on culture, as per the changing AP curriculum.

APPENDIX L: SIXTH-GRADE PROGRAM
(IF APPROVED AS MATERIAL REVISION TO THE CHARTER)

PACIFIC COLLEGIATE SCHOOL

SIXTH-GRADE PROGRAM

(IF APPROVED AS MATERIAL REVISION TO THE CHARTER)

PCS Curriculum

The hallmarks of PCS curriculum for grades 7-12 are high academic and behavioral expectations, small school environment, and small class size that allows for an individualized learning experience. The curriculum is rigorous and relevant, engaging students in real-world problem solving. Technology plays an integral role in learning across the curriculum. From the school's earliest days, student outcomes have demonstrated the positive impact of this approach; if approved as a material revision to the charter, a sixth-grade program at PCS will thus place an emphasis on preparing students with the academic and social-emotional skills they will need to be successful at PCS and beyond.

If approved as a material revision to the charter, a sixth-grade program at Pacific Collegiate School will be guided by the same five organizing principles central to PCS's curriculum and program:

1. Coherent content, aligned to CCSS and NGSS academic standards
2. Integration and coordination within the humanities, especially English and history
3. Integration of science and mathematics
4. International and cross-cultural focus, including the study of world languages
5. Integration of visual and performing arts

We believe that all students are capable of passing Advanced Placement ("AP") exams if the students are in a climate where that is expected of them, and they are given sufficient support to achieve this goal. In each field, we want students to be prepared to take and pass AP exams; preparation is therefore made in earlier grades for the eventual AP examinations.

If approved as a material revision to the charter, the addition of a sixth-grade at PCS will provide students with even more opportunity to develop the foundational skills and knowledge and study skills needed to support their success in rigorous college preparatory courses.

The vertical course alignment at PCS will be extended to ensure that the sixth-grade curriculum provides important academic advantages for all students. Curriculum, assignments, and assessments will be developed to ensure students in sixth-grade gain the foundational knowledge and skills necessary for success in 7th grade PCS courses, and beyond. Interventions and support systems, similar to those utilized for 7th-12th graders, will be put into place to ensure that sixth-grade students are successfully progressing.

Academic Standards for Sixth-grade

In addition to preparing our youngest students with the skills and knowledge they will need for future academic success at PCS, if approved as a material revision to the charter, our sixth-grade curriculum will include instruction in alignment with Common Core State Standards (CCSS) and Next Generation Science Standards (NGSS), and History-Social Science Framework. For grade six, standards-aligned instruction will include:

1. English instruction to develop students' abilities to

- a. Demonstrate command of the conventions of standard English grammar and usage when writing or speaking
- b. Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing
- c. Use knowledge of language and its conventions when writing, speaking, reading, or listening
- d. Determine or clarify the meaning of unknown and multiple-meaning words and phrases based on grade 6 reading and content, choosing flexibly from a range of strategies
- e. Demonstrate understanding of figurative language, word relationships, and nuances in word meanings
- f. Acquire and use accurately grade-appropriate general academic and domain-specific words and phrases; gather vocabulary knowledge when considering a word or phrase important to comprehension or expression

2. History instruction to develop students' abilities to

- a. Cite specific textual evidence to support analysis of primary and secondary sources
- b. Determine the central ideas or information of a primary or secondary source; provide an accurate summary of the source distinct from prior knowledge or opinions
- c. Identify key steps in a text's description of a process related to history/social studies
- d. Determine the meaning of words and phrases as they are used in a text, including vocabulary specific to domains related to history/social studies
- e. Describe how a text presents information (e.g., sequentially, comparatively, causally)
- f. Identify aspects of a text that reveal an author's point of view or purpose (e.g., loaded language, inclusion or avoidance of particular facts)
- g. Integrate visual information (e.g., in charts, graphs, photographs, videos, or maps) with other information in print and digital texts
- h. Distinguish among fact, opinion, and reasoned judgment in a text
- i. Analyze the relationship between a primary and secondary source on the same topic

3. Mathematics instruction to develop students' abilities to

- a. Connect ratio and rate to whole number multiplication and division, and use concepts of ratio and rate to solve problems
- b. Understand division of fractions and extend the notion of number to the systems of rational numbers, which includes negative numbers
- c. Write, interpret, and use expressions and equations
- d. Demonstrate preliminary understanding of statistical thinking

4. Science instruction to develop students' abilities to

- a. Explore crosscutting connections across the four domains of science, including Physical Science, Life Science, Earth and Space Science, and Engineering Design

- b. Engage in inquiry learning and engage in science and engineering practices to build, deepen, and apply their knowledge of core ideas and crosscutting concepts and systems
- c. Understand, use and apply Disciplinary Core Ideas (DCIs) or key ideas in science that have broad importance within or across multiple science or engineering disciplines, particularly those identified by NGSS as critical foundational skills for sixth-grade students

As with curriculum for grades 7-12 at PCS, if approved as a material revision to the charter, the sixth-grade curriculum will also include substantive opportunities for students to engage in learning in the visual and performing arts, in alignment with California standards for VAPA. In addition, instruction in sixth-grade will be enhanced by opportunities to connect to and contextualize learning within a multicultural world, as reflects PCS' commitment to diversity and instructional emphasis on world languages and cultures.

AVID Instructional Strategies

Recognizing the particular needs and challenges of launching a diverse-by-design sixth-grade, the PCS Diversity Plan for 2020-2025 includes partnership with Advancement Via Individual Determination (AVID), an organization with a forty-year track record of supporting first-to-college students and those from underrepresented communities toward academic success. If approved as a material revision to the charter, a PCS sixth-grade infused with AVID instructional strategies will include academic, social, and emotional support to particularly help first to college students and those from underrepresented populations to succeed in our rigorous PCS program and to establish college-going mindsets and skills.

Timeline for sixth-grade Planning and Preparation

Recognizing that, if approved as a material revision to the charter, the addition of a sixth-grade at PCS will require a curriculum and program intentionally designed to meet the unique developmental and academic needs of younger students, PCS proposes the following planning timeline to prepare for the successful launch of a sixth-grade program.

6-12 months prior

- Engage academic specialists, PCS Department Chairs and teachers in developing curriculum map for proposed sixth-grade, aligning to knowledge and skills needed for success in PCS 7-12 program
- Identify any facilities enhancements needed to support sixth-grade
- Write job description for sixth-grade teacher/team
- Select textbooks and instructional materials to support proposed sixth-grade curriculum
- Begin recruitment and hiring process for sixth-grade teacher/team

3-6 months prior

- Hire, onboard, and orient new teacher/team to PCS
- Engage sixth-grade teacher/team in professional development needed to support program goals (e.g. AVID and CCSS training)

- Connect sixth-grade teacher/team to appropriate networks of support (e.g. SCCOE Curriculum and Instruction specialists, AVID program directors, SCNTP mentors)
- Begin instructional planning days for sixth-grade teacher/team with support from colleagues/Department Chairs (ELA/ELD, Math, Science, History, World Language, Visual and Performing Arts)
- Order texts, materials, and supplies
- Develop plans for sixth-grade Base Camp (orientation, academic skills, and team-building). This will be distinct from 7th Grade Base Camp when there are 1-3 sections of sixth-grade; it will replace 7th Grade Base Camp as PCS orientation if/when there is a full sixth-grade

1-3 month prior

- Finish instructional planning days for sixth-grade teacher/team
- sixth-grade Base Camp

APPENDIX M: NET LEASE AGREEMENT WITH PACIFIC COLLEGIATE FOUNDATIONS

NET LEASE AGREEMENT

between

Pacific Collegiate Foundation

as “Landlord”

and

Pacific Collegiate School

as “Tenant”

(3004 Mission Street, Santa Cruz, California, 95060)

PCS / PCF Lease Agreement

BASIC LEASE INFORMATION

1. **Lease Date:** For identification purposes only, the date of this Lease is May 15, 2015.
2. **Landlord:** Pacific Collegiate Foundation, a California nonprofit public benefit corporation
3. **Tenant:** Pacific Collegiate School, a California nonprofit public benefit corporation
4. **Street Address:** 3004 Mission Street, Santa Cruz, California, 95060
5. **Leasable Area of Building:** An approximately 46,800 square feet building ("**Building**"), exclusive of modular building site.
6. **Term:** The period of time commencing on the Commencement Date (as defined in Section 7 of this Basic Lease Information below), and ending on the date (the "**Expiration Date**") that is the last day of the one hundred twentieth (120th) full calendar month following the Commencement Date.
7. **Anticipated Commencement Date:** September 1, 2015
8. **Base Rent:** See Section 3.1
9. **Landlord's Address for Payment of Rent and Notices:**

PO Box 8166
Santa Cruz, California, 95061
10. **Tenant's Address for Notices:** The Premises, and prior to the Commencement Date to:

255 Swift Street
Santa Cruz, California, 95060

The Basic Lease Information set forth above is part of the Lease and capitalized terms shall be defined terms in the Lease. In the event of any conflict between any Basic Lease Information and the Lease, the Lease shall control.

LEASE

THIS LEASE is made as of the Lease Date set forth in the Basic Lease Information, by and between the Landlord identified in the Basic Lease Information ("**Landlord**"), and the Tenant identified in the Basic Lease Information ("**Tenant**"). Landlord and Tenant hereby agree as follows:

1. **PREMISES.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, upon the terms and subject to the conditions of this Lease, the Premises (as defined below). The "**Premises**" include the Building identified in the Basic Lease Information (the "**Building**"), the parcel(s) of land on which the Building is located, the and all improvements thereon.

2. **POSSESSION.** Landlord agrees to use reasonable efforts to deliver possession of the Premises and a Certificate of Occupancy (or local equivalent) by the scheduled Commencement Date. If, despite such efforts, Landlord is unable to deliver possession of the Premises by the Commencement Date, Landlord shall not have any liability therefor, nor shall such failure affect the validity of this Lease, but Tenant shall have no obligation to commence the payment of rent until Landlord delivers possession of the Premises. Reasonable efforts shall not require the payment of premium or overtime wages to advance completion.

3. **RENT.**

3.1 Base Rent.

(a) Tenant's Payment of Actual Cost to Finance Premises. Tenant agrees to pay to Landlord the actual cost of Landlord's financing the Building and the Premises as "Base Rent" under this Lease, subject to the terms, conditions, and limitations of this Section 3.1. Tenant acknowledges that accordingly the Base Rent may vary from time to time during the Term based upon Landlord's ability to raise working funds and the market factors for financing. Base Rent shall be paid, without prior notice or demand, on the first day of each and every calendar month during the Term, except that Base Rent for the first full calendar month in which Base Rent is payable shall be paid upon execution of this Lease and Base Rent for any partial month at the beginning of the Term shall be paid on the Commencement Date. Base Rent for any partial month at the beginning or end of the Term shall be prorated based on the actual number of days in the month falling within the Term. Landlord and Tenant currently estimate that the Base Rent for the Premises will be Four Hundred Fifty Thousand Dollars (\$450,000) per annum, payable in equal monthly installments.

(b) Contingencies and Caps. Landlord is currently financing the Tenant Improvements (as defined in Exhibit A), using a mix of charitable contributions and private construction financing. If Landlord has not obtained a loan commitment for permanent financing to establish the Base Rent for a period of at least five (5) years by December 31, 2015, despite the diligent efforts of both parties to close permanent financing, and as a result has been unable establish a fixed and certain Base Rent for the relevant period of time, either party may terminate this Lease effective as of December 31, 2015, and the parties shall have no further obligation hereunder. In no event shall Base Rent exceed Fair Market Rent for the Premises, and in no event shall Base Rent exceed Five Hundred Thousand Dollars (\$500,000) per annum, which amount the parties agree is below the current Fair Market Rent for the Premises.

(c) "**Fair Market Rent**" shall mean the rent which Landlord would receive by renting the Premises, assuming the Landlord and Tenant to be prudent persons willing to lease but being under no obligation to do so, assuming a term equal to the term in question, and taking into account all relevant provisions of this Lease. Fair Market Rent may include a provision for future rent adjustments during the extension term in question if such adjustments are commonly required in the marketplace at that time.

(d) Should this Lease require a determination of Fair Market Rent for any reason, then Landlord and Tenant shall each submit a current appraisal by a qualified real estate appraiser of Fair Market Rent. If the higher estimate is not more than one hundred five percent (105%) of the lower estimate, the new rent shall be established as the average of the two appraisals. If not, the two appraisers acting on behalf of Landlord and Tenant, shall, within fifteen (15) days after Landlord's appraisal has been submitted, jointly appoint a third qualified real estate appraiser (the "Referee"). If the two appraisers are unable to agree

upon the selection of a Referee, then the Referee shall be selected within fifteen (15) days thereafter by an arbitrator pursuant to the rules of the American Arbitration Association. The Referee shall, within thirty (30) days after appointment, render his decision, which decision shall be strictly limited to choosing one of the two determinations made by the two appraisers chosen by Landlord and Tenant with respect to Fair Market Rent. The decision of the Referee shall be binding upon Landlord and Tenant and shall constitute the Base Rent for the extension term. Landlord and Tenant shall each pay for their own appraisal, and the cost of the Referee shall be shared equally by Landlord and Tenant.

3.2 Additional Rent: Insurance Costs and Taxes.

(a) Definitions.

(i) **"Taxes"** means: all real property taxes and general, special or district assessments or other governmental impositions, of whatever kind, nature or origin, imposed on or by reason of the ownership or use of the Premises; governmental charges, fees or assessments for transit or traffic mitigation (including area-wide traffic improvement assessments and transportation system management fees), housing, police, fire or other governmental service or purported benefits to the Premises; personal property taxes assessed on the personal property of Landlord used in the operation of the Premises; service payments in lieu of taxes and taxes and assessments of every kind and nature whatsoever levied or assessed in addition to, in lieu of or in substitution for existing or additional real or personal property taxes on the Premises or the personal property described above; any increases in the foregoing caused by changes in assessed valuation, tax rate or other factors or circumstances; and the reasonable cost of contesting by appropriate proceedings the amount or validity of any taxes, assessments or charges described above. To the extent paid by Tenant as "Tenant's Taxes" (as defined in Section 8 - *Tenant's Taxes*), "Tenant's Taxes" shall be excluded from Taxes. Landlord and Tenant anticipate that the Premises will be exempt from real property taxation and will cooperate with any filings or documentation relating thereto.

(ii) **"Insurance Costs"** means the cost of maintaining all insurance carried by Landlord relative to the Premises, including property (including coverage for earthquake and flood if carried by Landlord), liability, rental income and other insurance, and expenditures for deductible amounts paid under such insurance.

(b) Additional Rent.

(i) Tenant shall pay Landlord as **"Additional Rent"** for each calendar year or portion thereof during the Term the sum of all Insurance Costs and Taxes. It is the intention of the parties that the Base Rent paid to Landlord be absolutely net of all Insurance Costs and Taxes and the provisions of this Section 3.2 are intended to so provide. Tenant agrees that any Taxes that accrue or are incurred during the Term of this Lease may be included in the calculation of Additional Rent, notwithstanding that such Taxes may be payable by Landlord in arrears.

(ii) As soon as reasonably practicable after the end of each calendar year thereafter, Landlord shall furnish Tenant a statement with respect to such year, showing Insurance Costs and Taxes and the total payments made by Tenant with respect thereto. Unless Tenant raises any objections to Landlord's statement within ninety (90) days after receipt of the same, such statement shall conclusively be deemed correct and Tenant shall have no right thereafter to dispute such statement or any item therein or the computation of Additional Rent based thereon. If Tenant does timely object to such statement, Landlord shall provide Tenant with reasonable verification of the figures shown on the statement and the parties shall negotiate in good faith to resolve any disputes. Any objection of Tenant to Landlord's statement and resolution of any dispute shall not postpone the time for payment of any amounts due Tenant or Landlord based on Landlord's statement, nor shall any failure of Landlord to deliver Landlord's statement in a timely manner relieve Tenant of Tenant's obligation to pay any amounts due Landlord based on Landlord's statement.

(iii) If Tenant's Additional Rent as finally determined for the year exceeds the total payments made by Tenant on account thereof, Tenant shall pay Landlord the deficiency within thirty (30) days of Tenant's receipt of Landlord's statement. If the total payments made by Tenant on account thereof exceed Tenant's Additional Rent as finally determined for the year, Tenant's excess payment shall be credited toward the

rent next due from Tenant under this Lease, unless such excess is more than Two Thousand and No/100ths Dollars (\$2,000.00) and Tenant is not then in default under this Lease, in which event such excess shall be refunded to Tenant. For any partial calendar year at the beginning or end of the Term, Additional Rent shall be prorated on the basis of a 365-day year by computing the increases in Insurance Costs and Taxes for the entire year and then prorating such amount for the number of days during such year included in the Term. Notwithstanding the termination of this Lease, Landlord shall pay to Tenant or Tenant shall pay to Landlord, as the case may be, within ten (10) days after Tenant's receipt of Landlord's final statement for the calendar year in which this Lease terminates, the difference between Tenant's Additional Rent for that year, as finally determined by Landlord, and the total amount previously paid by Tenant on account thereof.

If for any reason Taxes for any year during the Term are reduced, refunded or otherwise changed, Tenant's Additional Rent shall be adjusted accordingly. The obligations of Landlord to refund any overpayment of Additional Rent and of Tenant to pay any Additional Rent not previously paid shall survive the expiration of the Term.

3.3 Payment of Rent. All amounts payable or reimbursable by Tenant under this Lease, including late charges and interest, shall constitute rent and shall be payable and recoverable as rent in the manner provided in this Lease. Unless otherwise specified in this Lease, all sums payable to Landlord on demand under the terms of this Lease shall be payable within thirty (30) days after notice from Landlord of the amounts due. All rent shall be paid without offset, recoupment or deduction, in lawful money of the United States of America to Landlord at Landlord's Address for Payment of Rent as set forth in the Basic Lease Information, or to such other person or at such other place as Landlord may from time to time designate.

3.4 Full Net Lease. Landlord shall receive the Base Rent free and clear of any and all other impositions, Taxes, liens, charges, or expenses of any nature whatsoever in connection with the ownership and operation of the Premises, except as expressly provided in this Lease. In addition to the Base Rent reserved above, Tenant shall pay to the parties respectively entitled thereto all impositions, insurance premiums, operating charges, maintenance charges, construction costs, and any other charges, costs, and expenses that arise or may be contemplated under any provisions of this Lease during the term hereof. It is the intention of the parties that this Lease shall not be terminable for any reason by Tenant (except as expressly provided in this Lease), and that Tenant shall in no event be entitled to any set-off against, abatement of, or reduction in rent payable under this Lease, except as herein expressly provided.

4. USE AND COMPLIANCE WITH LAWS.

4.1 Use; Permitted Encumbrances; Suitability of Premises.

(a) Use. Tenant shall comply with all present and future laws, statutes, ordinances or governmental rules or regulations (collectively, "Laws") relating to Tenant's use or occupancy of the Premises, and shall make any repairs, alterations or improvements as required to comply with all such Laws to the extent that such Laws relate to or are triggered by (i) Tenant's particular use of the Premises, or (ii) any Alterations. Tenant shall not do, bring, keep or sell anything in or about the Premises that is prohibited by, or that will cause a cancellation of or an increase in the existing premium for, any insurance policy covering the Premises or any part thereof, without prior written consent from Landlord. Tenant shall not permit the Premises to be occupied or used in any manner that will constitute waste or a nuisance. Tenant shall not, without the prior consent of Landlord, (i) bring into the Building anything that may cause substantial noise, odor or vibration, overload the floors in the Building or any of the heating, ventilating and air-conditioning (the "HVAC"), mechanical, elevator, plumbing, electrical, fire protection, life safety, security or other systems in the Building (the "Building Systems"), or jeopardize the structural integrity of the Building or any part thereof.

(b) School Operations. Tenant covenants that Tenant shall at times maintain a valid school charter permitting Tenant's school operations, and shall have a minimum enrollment of 450 pupils, as measured at the start of each new school year.

(c) **Permitted Encumbrances.** Tenant acknowledges that this Lease is subordinate and subject to all liens, encumbrances, deeds of trust, reservations, restrictions and other matters affecting the Premises ("**Permitted Encumbrances**"), and any law, regulation, rule, order or ordinance of any governmental entity applicable to the Premises or the use or occupancy thereof, in effect on the execution of this Lease or thereafter promulgated.

4.2 Hazardous Materials.

(a) For the purposes of this Section and this Lease, the following terms are defined as follows:

(1) "**Hazardous Materials**" shall mean any substance: (A) that now or in the future is regulated or governed by, requires investigation or remediation under, or is defined as a hazardous waste, hazardous substance, pollutant or contaminant under any governmental statute, code, ordinance, regulation, rule or order, and any amendment thereto, including for example only and without limitation, the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. § 9601 *et seq.*, and the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.*, or (B) that is toxic, explosive, corrosive, flammable, radioactive, carcinogenic, dangerous or otherwise hazardous, including for example only and without limitation, gasoline, diesel, petroleum hydrocarbons, polychlorinated biphenyls (PCBs), asbestos, radon and urea formaldehyde foam insulation.

(2) "**Environmental Requirements**" shall mean all present and future governmental statutes, codes, ordinances, regulations, rules, orders, permits, licenses, approvals, authorizations and other requirements of any kind applicable to Hazardous Materials.

(3) "**Handle,**" "**Handled,**" or "**Handling**" shall mean any installation, handling, generation, storing, treatment, use, disposal, discharge, release, manufacture, refinement, presence, migration, emission, abatement, removal, transportation, or any other activity of any type in connection with or involving Hazardous Materials by Tenant or its officers, employees, contractors, assignees, sublessees, agents or invitees.

(4) "**Environmental Losses**" shall mean all costs and expenses of any kind, damages, foreseeable and unforeseeable consequential damages, fines and penalties incurred in connection with any violation of and compliance with Environmental Requirements and all losses of any kind attributable to the diminution of value, loss of use or adverse effects on marketability or use of any portion of the Premises.

(5) "**Representatives**" shall mean Tenant's agents, employees, contractors, subtenants, assignees, licensees, transferees, or representatives.

(6) "**Visitors**" shall mean school pupils, Tenant's guests, customers, or visitors.

(b) No Hazardous Materials shall be Handled at or about the Premises without strict compliance with all Environmental Requirements. Tenant's activities at or about the Premises and the Handling of all Hazardous Materials shall comply at all times with all Environmental Requirements. At the expiration or termination of the Lease, Tenant shall promptly remove from the Premises all Hazardous Materials Handled at the Premises (but Tenant shall not be required to remove, or have any liability whatsoever with respect to any Hazardous Materials not in any way Handled or disturbed by Tenant). Tenant shall keep Landlord fully and promptly informed of all Handling of Hazardous Materials.

(c) Tenant covenants and warrants that it shall, at its own expense, promptly take all actions required by any governmental agency or entity in connection with its Handling of Hazardous Materials at or about the Premises, including without limitation, inspection and testing, performing all cleanup, removal and remediation work required with respect to those Hazardous Materials, complying with all closure requirements and post-closure monitoring, and filing all required reports or plans. All of the foregoing work and all Handling of all Hazardous Materials shall be performed in a good, safe and workmanlike manner by

consultants qualified and licensed to undertake such work and in a manner that will not unreasonably interfere with Landlord's use, operation, leasing and sale of the Premises. Tenant shall deliver to Landlord prior to delivery to any governmental agency, or promptly after receipt from any such agency, copies of all permits, manifests, closure or remedial action plans, notices, and all other documents relating to the Handling of Hazardous Materials at or about the Premises. Tenant shall remove at its own expense, by bond or otherwise, all liens or charges of any kind filed or recorded against the Premises in connection with the Handling of Hazardous Materials, within ten (10) days after the filing or recording of such lien or charge, and if Tenant fails to do so, Landlord shall have the right, but not the obligation, to remove the lien or charge at Tenant's expense in any manner Landlord deems expedient.

(d) Landlord shall have the right, but not the obligation, to enter the Premises at any reasonable time, after at least twenty four (24) hours prior written notice to Tenant absent emergency (i) to confirm Tenant's compliance with the provisions of this Section 4.2, and (ii) to perform Tenant's obligations under this Section 4.2 if Tenant has failed to do so. Landlord shall also have the right to engage qualified Hazardous Materials consultants to inspect the Premises and review the Handling of Hazardous Materials, including review of all permits, reports, plans, and other documents regarding same. Tenant shall pay the costs of Landlord's consultants' fees and all costs incurred by Landlord in performing Tenant's obligations under this Section 4.2 if Tenant is found to not be in strict compliance herewith. Landlord shall use reasonable efforts to minimize any interference with Tenant's business caused by Landlord's entry into the Premises, but Landlord shall not be responsible for any interference caused thereby.

(e) Tenant agrees to indemnify, defend and hold harmless Landlord and its partners and their directors, officers, shareholders, employees and agents from all Environmental Losses and all other claims, losses, damages, liabilities, costs and expenses of every kind, including without limitation, reasonable attorneys' and consultants' fees and costs, incurred at any time by Landlord from or in connection with its Handling of Hazardous Materials at or about the Premises, or Tenant's failure to comply with all Environmental Requirements with respect to the Premises. Tenant's obligations under this Section 4.2 shall survive the expiration or termination of this Lease.

5. ALTERATIONS.

5.1 Tenant shall not make any alterations, improvements or changes to the Premises (the "Alterations"), without Landlord's prior written consent. Landlord may withhold its consent to such Alterations in its sole discretion if the proposed Alterations would adversely affect the structure or safety of the Building or its electrical, plumbing, HVAC, mechanical or safety systems, or if such proposed Alterations would create an obligation on Landlord's part to make modifications to the Building or other portions of the Premises (in order, for example, to comply with laws such as the ADA mandating accessibility for persons with disabilities), or if such proposed Alterations are visible from outside of the Building; in all other circumstances, Landlord agrees not to unreasonably withhold or delay its consent to proposed Alterations. Any such Alterations shall be completed by Tenant at Tenant's sole cost and expense: (i) with due diligence, in a good and workmanlike manner, using new materials; (ii) in compliance with plans and specifications approved by Landlord; (iii) in compliance with the construction rules and regulations promulgated by Landlord from time to time; (iv) in accordance with all applicable Laws (including all work, whether structural or non-structural, inside or outside the Premises, required to comply fully with all applicable Laws and necessitated by Tenant's work); and (v) subject to all conditions which Landlord may in Landlord's discretion impose.

5.2 Before making any Alterations, Tenant shall submit to Landlord for Landlord's prior approval detailed plans and specifications prepared by a licensed architect or engineer, a copy of the construction contract, including the name of the contractor and all subcontractors proposed by Tenant to make the Alterations and a copy of the contractor's license. Tenant shall reimburse Landlord upon demand for any expenses reasonably incurred by Landlord in connection with any Alterations made by Tenant, including reasonable fees charged by Landlord's contractors or consultants to review plans and specifications prepared by Tenant and to update the existing as-built plans and specifications of the Building to reflect the Alterations. Tenant shall obtain all applicable permits, authorizations and governmental approvals and deliver copies of the same to Landlord before commencement of any Alterations.

5.3 Tenant shall keep the Premises free and clear of all liens arising out of any work performed, materials furnished or obligations incurred by Tenant. If any such lien attaches to the Premises, and Tenant does not cause the same to be released by payment, bonding or otherwise within ten (10) days after the attachment thereof, Landlord shall have the right but not the obligation to cause the same to be released, and any sums expended by Landlord in connection therewith shall be payable by Tenant on demand with interest thereon from the date of expenditure by Landlord at the Interest Rate (as defined in Section 15.2 - *Interest*). Tenant shall give Landlord at least ten (10) days' written notice prior to the commencement of any Alterations and cooperate with Landlord in posting and maintaining notices of non-responsibility in connection therewith.

5.4 Subject to the provisions of Section 4 - *Use and Compliance with Laws* and the foregoing provisions of this Section, Tenant may install and maintain furnishings, equipment, movable partitions, business equipment and other trade fixtures (the "**Trade Fixtures**") in the Premises, provided that the Trade Fixtures do not become an integral part of the Premises. Tenant shall promptly repair any damage to the Premises caused by any installation or removal of such Trade Fixtures.

6. MAINTENANCE AND REPAIRS.

6.1 By taking possession of the Premises Tenant agrees that the Premises are then in a good and tenantable condition. During the Term, Tenant at Tenant's sole expense, shall repair and maintain the Premises, including the Building, Building Systems, Alterations and the parking facilities, sidewalks and landscaped areas (if any), in a first class condition, and keep the Premises in a clean, safe and orderly condition (whether or not the portion of the Premises requiring repairs, or the means of repairing the same, are reasonably or readily accessible to Tenant, and whether or not the need for such repair occurs as a result of Tenant's use, any prior use, the elements or the age of such portion of the Premises), including, but not limited to, all equipment or facilities, such as plumbing, heating, ventilating, air-conditioning, electrical, lighting facilities, boilers, pressure vessels, fire protection system, fixtures, walls (interior and exterior), ceilings, floors, windows, doors, landscaping, driveways, parking lots, fences, signs, sidewalks and parkways located in, on, or adjacent to the Premises. Tenant is also responsible for keeping the roof and roof drainage clean and free of debris. Tenant, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices. Tenant's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair. Tenant shall, during the term of this Lease, keep the exterior appearance of the Building in a first-class condition (including, e.g., graffiti removal) at a level at least equal to the exterior appearances of other similar facilities of comparable age and size in the vicinity, including, when necessary, the exterior repainting of the Building.

6.2 Landlord shall have no duty to perform any repairs, maintenance or replacements to the Premises, with the exception of repairs covered by the construction warranties arising out of Landlord's construction of the Premises, for which Landlord will enforce for Tenant's benefit. As a material part of the consideration for this Lease, Tenant hereby waives any benefits of any applicable existing or future Law, including the provisions of California Civil Code Sections 1932(1), 1941 and 1942, that allows a tenant to make repairs at its landlord's expense.

6.3 Tenant shall, at Tenant's sole expense, procure and maintain contracts, with copies to Landlord, in customary form and substance for, and with contractors specializing and experienced in, the maintenance of the following equipment and improvements, if any, if and when installed on the Premises: (i) HVAC equipment, (ii) boiler and pressure vessels, and (iii) any other equipment, if reasonably required by Landlord. However, Landlord reserves the right, upon notice to Tenant, to procure and maintain any or all of such service contracts, and if Landlord so elects, Tenant shall reimburse Landlord, upon demand, for the cost thereof.

7. **TENANT'S TAXES.** "**Tenant's Taxes**" shall mean (a) all taxes, assessments, license fees and other governmental charges or impositions levied or assessed against or with respect to Tenant's personal property or Trade Fixtures in the Premises, whether any such imposition is levied directly against Tenant or levied against Landlord or the Premises, (b) all rental, excise, sales or transaction privilege taxes arising out of this Lease (excluding, however, state and federal personal or corporate income taxes measured by the income of Landlord from all sources) imposed by any taxing authority upon Landlord or upon Landlord's receipt of any rent payable by Tenant pursuant to the terms of this Lease (the "**Rental Tax**"), and (c) any Taxes attributable to the value or cost of

Tenant's (i) personal property, (ii) Trade Fixtures, and/or (iii) Tenant Improvements or other Alterations (to the extent that the cost or value of such Tenant Improvements or other Alterations made in or to the Premises or the Building by or for Tenant exceeds the cost or value of a building-standard build-out, as determined by Landlord, but regardless of whether title to those improvements is vested in Tenant or Landlord). Tenant shall pay any Rental Tax to Landlord in addition to and at the same time as Base Rent is payable under this Lease, and shall pay all other Tenant's Taxes before delinquency (and, at Landlord's request, shall furnish Landlord satisfactory evidence thereof). If Landlord pays Tenant's Taxes or any portion thereof, Tenant shall reimburse Landlord upon demand for the amount of such payment, together with interest at the Interest Rate from the date of Landlord's payment to the date of Tenant's reimbursement.

8. UTILITIES AND SERVICES.

8.1 Direct Payment by Tenant. During the Term, Tenant shall pay, before delinquency, all charges or assessments for telephone, water, sewer, gas, heat, electricity, janitorial service, garbage disposal, trash disposal, and all other utilities and services of any kind that may be used on the Premises.

8.2 Interruption of Services. In the event of an interruption in or failure or inability to provide any services or utilities to the Premises or Building for any reason (a "Service Failure"), such Service Failure shall not, regardless of its duration, impose upon Landlord any liability whatsoever, constitute an eviction of Tenant, constructive or otherwise, entitle Tenant to an abatement of rent or to terminate this Lease or otherwise release Tenant from any of Tenant's obligations under this Lease. Tenant hereby waives any benefits of any applicable existing or future Law, including the provisions of California Civil Code Section 1932(1), permitting the termination of this Lease due to such interruption, failure or inability.

9. EXCULPATION AND INDEMNIFICATION.

9.1 Except to the extent of Landlord's negligence or willful misconduct, Landlord shall not be liable to Tenant for any loss, injury or other damage to any person or property (including Tenant or Tenant's property) in or about the Premises from any cause (including defects in the Premises or in any equipment in the Premises; fire, explosion or other casualty; bursting, rupture, leakage or overflow of any plumbing or other pipes or lines, sprinklers, tanks, drains, drinking fountains or washstands in, above, or about the Building). Tenant hereby waives all claims against Landlord for such damage and the cost and expense of defending against claims relating to such damage, except that Landlord shall indemnify, defend and hold Tenant harmless from and against any claims, actions, liabilities, damages, costs or expenses, including reasonable attorneys' fees and costs incurred in defending against the same (the "Claims") for such damages, to the extent the same are caused by the willful or negligent acts or omissions of Landlord or its authorized representatives and which are not covered by insurance actually carried by Tenant or required to be carried by Tenant under this Lease. In no event, however, shall Landlord be liable to Tenant for any punitive or consequential damages or damages for loss of business by Tenant.

9.2 Tenant shall indemnify, defend and hold Landlord harmless from and against Claims arising from (a) the acts or omissions of Tenant or Tenant's Representatives or Visitors in or about the Premises, or (b) any construction or other work undertaken by Tenant on the Premises (including any design defects), or (c) any breach or default under this Lease by Tenant, or (d) any accident, injury or damage, howsoever and by whomsoever caused, to any person or property, occurring in or about the Premises during the Term; excepting only such Claims for any accident, injury or damage to the extent they are caused by the negligent or willful acts or omissions of Landlord or its authorized representatives and which are not covered by insurance actually carried by Tenant or required to be carried by Tenant under this Lease.

9.3 The obligations of the parties under this Section 9 shall survive the expiration or termination of this Lease.

10. INSURANCE.

10.1 Tenant's Insurance.

(a) Tenant shall maintain in full force throughout the Term, commercial general liability insurance providing coverage on an occurrence form basis with limits of not less than Two Million and No/100ths Dollars (\$2,000,000.00) each occurrence for bodily injury and property damage combined, Two Million and No/100ths Dollars (\$2,000,000.00) annual general aggregate, and Two Million and No/100ths Dollars (\$2,000,000.00) products and completed operations annual aggregate. Tenant's liability insurance policy or policies shall: (i) include premises and operations liability coverage, products and completed operations liability coverage, broad form property damage coverage including completed operations, blanket contractual liability coverage including, to the maximum extent possible, coverage for the indemnification obligations of Tenant under this Lease, and personal and advertising injury coverage; (ii) provide that the insurance company has the duty to defend all insureds under the policy; (iii) provide that defense costs are paid in addition to and do not deplete any of the policy limits; (iv) cover liabilities arising out of or incurred in connection with Tenant's use or occupancy of the Premises; and (v) extend coverage to cover liability for the actions of Tenant's Representatives and Visitors.

(b) Tenant shall at all times maintain in effect with respect to any Alterations and Tenant's Trade Fixtures and personal property, commercial property insurance providing coverage, at a minimum, for "special form" perils, to the extent of one hundred percent (100%) of the full replacement cost of covered property, and for business income coverage for a minimum of twelve (12) months. Tenant may carry such insurance under a blanket policy, provided that such policy provides equivalent coverage to a separate policy. Tenant shall also carry plate glass insurance (or at the Tenant's option, it may self-insure against risk of damage to the Building's plate glass), and Tenant shall be responsible for the maintenance and replacement of all plate glass. During the Term, the proceeds from any such policies of insurance shall be used for the repair or replacement of the Alterations, Trade Fixtures and personal property so insured. Landlord shall be provided coverage under such insurance to the extent of its insurable interest and, if requested by Landlord, both Landlord and Tenant shall sign all documents reasonably necessary or proper in connection with the settlement of any claim or loss under such insurance. Landlord will have no obligation to carry insurance on any Alterations or on Tenant's Trade Fixtures or personal property.

(c) Each policy of insurance required under this Section 10.1 shall: (i) be in a form, and written by an insurer, reasonably acceptable to Landlord, (ii) be maintained at Tenant's sole cost and expense, and (iii) require at least thirty (30) days' written notice to Landlord prior to any cancellation, nonrenewal or modification of insurance coverage. Insurance companies issuing such policies shall have rating classifications of "A" or better and financial size category ratings of "VII" or better according to the latest edition of the A.M. Best Key Rating Guide. All insurance companies issuing such policies shall be licensed to do business in the state where the Premises are located. Any deductible amount under such insurance shall not exceed Five Thousand and No/100ths Dollars (\$5,000.00). Tenant shall provide to Landlord evidence that the insurance required to be carried by Tenant pursuant to this Section, including any endorsement affecting the additional insured status, is in full force and effect and that premiums therefor have been paid.

(d) Tenant shall increase the amounts of insurance as required by any Mortgagee, and, not more frequently than once every three (3) years, as recommended by Landlord's insurance broker, if, in the opinion of either of them, the amount of insurance then required under this Lease is not adequate. Any limits set forth in this Lease on the amount or type of coverage required by Tenant's insurance shall not limit the liability of Tenant under this Lease.

(e) Each policy of liability insurance required by this Section 10.1 shall: (i) contain a cross liability endorsement or separation of insureds clause; (ii) provide that any waiver of subrogation rights or release prior to a loss does not void coverage; (iii) provide that it is primary to and not contributing with, any policy of insurance carried by Landlord covering the same loss; (iv) provide that any failure to comply with the reporting provisions shall not affect coverage provided to Landlord, its partners, property managers and Mortgagees; and (v) name Landlord, its partners, Landlord, the property manager, and such other parties in interest as Landlord may from time to time reasonably designate to Tenant in writing, as additional insureds. Such additional insureds shall be provided the same extent of coverage as provided to Tenant under such policies. All endorsements affecting such additional insured status shall be acceptable to Landlord.

(f) Prior to occupancy of the Premises by Tenant, and not less than thirty (30) days prior to expiration of any policy thereafter, Tenant shall furnish to Landlord a certificate of insurance reflecting that the insurance required by this Section is in force, accompanied by an endorsement showing the required additional insureds satisfactory to Landlord in substance and form. Notwithstanding the requirements of this paragraph, Tenant shall at Landlord's request provide to Landlord a certified copy of each insurance policy required to be in force at any time pursuant to the requirements of this Lease.

10.2 Landlord's Insurance. During the Term, Landlord shall maintain in effect insurance on the Building against "special form" perils (to the extent such coverages are available), with responsible insurers, insuring the Building in an amount equal to at least one hundred percent (100%) of the replacement cost thereof, excluding land, foundations, footings and underground installations. Landlord may, but shall not be obligated to, carry insurance against additional perils and/or in greater amounts.

10.3 Premises Insurance - Waiver of Subrogation. Landlord and Tenant each hereby waive any right of recovery against the other and the partners, members, shareholders, officers, directors and authorized representatives of the other for any loss or damage that is covered by any policy of property insurance maintained by either party (or required by this Lease to be maintained) with respect to the Premises or any operation therein. If any such policy of insurance relating to this Lease or to the Premises does not permit the foregoing waiver or if the coverage under any such policy would be invalidated as a result of such waiver, the party maintaining such policy shall obtain from the insurer under such policy a waiver of all right of recovery by way of subrogation against either party in connection with any claim, loss or damage covered by such policy.

11. DAMAGE OR DESTRUCTION.

11.1 Landlord's Duty to Repair.

(a) If all or a substantial part of the Premises are rendered untenantable or inaccessible by fire or other casualty then, unless either party is entitled to and elects to terminate this Lease pursuant to Sections 11.2 - *Landlord's Right to Terminate* and 11.3 - *Tenant's Right to Terminate*, Landlord shall, at its expense, use reasonable efforts to repair and restore the Premises to substantially its former condition to the extent permitted by then applicable Laws; provided, however, that in no event shall Landlord have any obligation for repair or restoration beyond the extent of insurance proceeds received by Landlord for such repair or restoration, or for any of Tenant's personal property, Trade Fixtures or Alterations.

(b) If Landlord is required or elects to repair damage to the Premises, this Lease shall continue in effect, but Tenant's Base Rent and Additional Rent from the date of the casualty through the date of substantial completion of the repair shall be abated with regard to any portion of the Premises that Tenant is prevented from using by reason of such damage or its repair. In no event shall Landlord be liable to Tenant by reason of any injury to or interference with Tenant's business or property arising from fire or other casualty or by reason of any repairs to any part of the Premises necessitated by such casualty.

11.2 Landlord's Right to Terminate. Landlord may elect to terminate this Lease following damage by fire or other casualty under the following circumstances:

(a) If, in the reasonable judgment of Landlord, the Premises cannot be substantially repaired and restored under applicable Laws within two (2) years from the date of the casualty;

(b) If, in the reasonable judgment of Landlord, adequate proceeds are not, for any reason, made available to Landlord from Landlord's insurance policies (and/or from Landlord's funds made available for such purpose, at Landlord's sole option) to make the required repairs;

(c) If the Building is damaged or destroyed to the extent that, in the reasonable judgment of Landlord, the cost to repair and restore the Building would exceed twenty-five percent (25%) of the full replacement cost of the Building; or

(d) If the fire or other casualty occurs during the last year of the Term.

If any of the circumstances described in subparagraphs (a), (b), (c) or (d) of this Section 11.2 occur or arise, Landlord shall notify Tenant in writing of that fact within one hundred and eighty (180) days after the date of the casualty and in such notice Landlord shall also advise Tenant whether Landlord has elected to terminate this Lease as provided above.

11.3 Tenant's Right to Terminate. If all or a substantial part of the Premises are rendered untenable or inaccessible by fire or other casualty, then Tenant may elect to terminate this Lease under the following circumstances:

(a) Where Landlord fails to actually obtain a building permit and to substantially complete the required repair within one hundred and eighty (180) days after the date of the casualty, in which event Tenant may elect to terminate this Lease upon notice to Landlord given within ten (10) days after such one hundred and eighty (180)-day period; or

(b) In the circumstance described in Subsection 12.2(a) above; in which event Tenant may elect to terminate this Lease by giving Landlord notice of such election to terminate within thirty (30) days after Landlord's notice to Tenant pursuant to Section 11.2 - *Landlord's Right to Terminate*.

11.4 Waiver. Landlord and Tenant each hereby waive the provisions of California Civil Code Sections 1932(2), 1933(4) and any other applicable existing or future Law permitting the termination of a lease agreement in the event of damage or destruction under any circumstances other than as provided in Sections 12.2 - *Landlord's Right to Terminate* and 12.3 - *Tenant's Right to Terminate*.

12. CONDEMNATION.

12.1 Definitions.

(a) "**Award**" shall mean all compensation, sums, or anything of value awarded, paid or received on a total or partial Condemnation.

(b) "**Condemnation**" shall mean (i) a permanent taking (or a temporary taking for a period extending beyond the end of the Term) pursuant to the exercise of the power of condemnation or eminent domain by any public or quasi-public authority, private corporation or individual having such power ("**Condemnor**"), whether by legal proceedings or otherwise, or (ii) a voluntary sale or transfer by Landlord to any such authority, either under threat of condemnation or while legal proceedings for condemnation are pending.

(c) "**Date of Condemnation**" shall mean the earlier of the date that title to the property taken is vested in the Condemnor or the date the Condemnor has the right to possession of the property being condemned.

12.2 Effect on Lease.

(a) If the Premises are totally taken by Condemnation, this Lease shall terminate as of the Date of Condemnation. If a portion but not all of the Premises is taken by Condemnation, this Lease shall remain in effect; provided, however, that if the portion of the Premises remaining after the Condemnation will be unsuitable for Tenant's continued use, then upon notice to Landlord within thirty (30) days after Landlord notifies Tenant of the Condemnation, Tenant may terminate this Lease effective as of the Date of Condemnation.

(b) If twenty-five percent (25%) or more of the parcel of land on which the Building is located or of the floor area in the Building is taken by Condemnation, or if as a result of any Condemnation the Building is no longer reasonably suitable for use as a school building, Landlord may elect to

terminate this Lease, effective as of the Date of Condemnation, by notice to Tenant within thirty (30) days after the Date of Condemnation.

(c) If all or a portion of the Premises is temporarily taken by a Condemnor (in a manner that does not materially affect Tenant's school operations from the Premises) for a period not extending beyond the end of the Term, this Lease shall remain in full force and effect.

12.3 Restoration. If this Lease is not terminated as provided in Section 12.2 - *Effect on Lease*, Landlord, at its expense, shall diligently proceed to repair and restore the Premises to substantially its former condition (to the extent permitted by then applicable Laws) and/or repair and restore the Building to an architecturally complete school building; provided, however, that Landlord's obligations to so repair and restore shall be limited to the amount of any Award received by Landlord and not required to be paid to any Mortgagee (as defined in Section 19.2 below). In no event shall Landlord have any obligation to repair or replace any improvements in the Premises beyond the amount of any Award received by Landlord for such repair or to repair or replace any of Tenant's personal property, Trade Fixtures, or Alterations.

12.4 Abatement and Reduction of Rent. If any portion of the Building is taken in a Condemnation or is rendered permanently untenantable by repairs necessitated by the Condemnation, and this Lease is not terminated, the Base Rent and Additional Rent payable under this Lease shall be proportionally reduced as of the Date of Condemnation based upon the percentage of rentable square feet in the Building so taken or rendered permanently untenantable. In addition, if this Lease remains in effect following a Condemnation and Landlord proceeds to repair and restore the Premises, the Base Rent and Additional Rent payable under this Lease shall be abated during the period of such repair or restoration to the extent such repairs prevent Tenant's use of the Premises.

12.5 Awards. Any Award made shall be paid to Landlord, and Tenant hereby assigns to Landlord, and waives all interest in or claim to, any such Award, including any claim for the value of the unexpired Term; provided, however, that Tenant shall be entitled to receive, or to prosecute a separate claim for, an Award for a temporary taking of the Premises or a portion thereof by a Condemnor where this Lease is not terminated (to the extent such Award relates to the unexpired Term), or an Award or portion thereof separately designated for relocation expenses or the interruption of or damage to Tenant's business or as compensation for Tenant's personal property, Trade Fixtures or Alterations.

12.6 Waiver. Landlord and Tenant each hereby waive the provisions of California Code of Civil Procedure Section 1165.130 and any other applicable existing or future Law allowing either party to petition for a termination of this Lease upon a partial taking of the Premises.

13. ASSIGNMENT AND SUBLETTING.

13.1 Landlord's Consent Required. Tenant shall not assign, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, or sublet or license or permit the use or occupancy of the Premises or any part thereof by or for the benefit of anyone other than Tenant, or in any other manner transfer all or any part of Tenant's interests under this Lease (each and all a "Transfer"), without the prior written consent of Landlord, which (subject to the other provisions of this Section 13) shall not be unreasonably withheld.

13.2 No Release Of Tenant. No consent by Landlord to any Transfer shall relieve Tenant of any obligation to be performed by Tenant under this Lease, whether occurring before or after such consent, assignment, subletting or other Transfer. Each Transferee shall be jointly and severally liable with Tenant (and Tenant shall be jointly and severally liable with each Transferee) for the payment of rent (or, in the case of a sublease, rent in the amount set forth in the sublease) and for the performance of all other terms and provisions of this Lease. The consent by Landlord to any Transfer shall not relieve Tenant or any such Transferee from the obligation to obtain Landlord's express prior written consent to any subsequent Transfer by Tenant or any Transferee. The acceptance of rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision of this Lease or to be a consent to any Transfer.

13.3 Expenses and Attorneys' Fees. Tenant shall pay to Landlord on demand all costs and expenses (including reasonable attorneys' fees) incurred by Landlord in connection with reviewing or consenting to any proposed Transfer (including any request for consent to, or any waiver of Landlord's rights in connection with, any security interest in any of Tenant's property at the Premises).

13.4 Effectiveness of Transfer. Prior to the date on which any permitted Transfer (whether or not requiring Landlord's consent) becomes effective, Tenant shall deliver to Landlord a counterpart of the fully executed Transfer document and Landlord's standard form of consent to assignment or consent to sublease executed by Tenant and the Transferee in which each of Tenant and the Transferee confirms its obligations pursuant to this Lease. Failure or refusal of a Transferee to execute any such instrument shall not release or discharge the Transferee from liability as provided herein. The voluntary, involuntary or other surrender of this Lease by Tenant, or a mutual cancellation by Landlord and Tenant, shall not work a merger, and any such surrender or cancellation shall, at the option of Landlord, either terminate all or any existing subleases or operate as an assignment to Landlord of any or all of such subleases.

14. DEFAULT AND REMEDIES.

14.1 Events of Default. The occurrence of any of the following shall constitute an "Event of Default" by Tenant:

(a) Tenant fails to make any payment of rent when due, or any amount required to replenish the Security Deposit as provided in Section 4 above, if payment in full is not received by Landlord within fifteen (15) days after written notice from Landlord to Tenant that it is due;

(b) Tenant abandons the Premises;

(c) Tenant ceases doing business as a going concern; makes an assignment for the benefit of creditors; is adjudicated an insolvent, files a petition (or files an answer admitting the material allegations of a petition) seeking relief under any state or federal bankruptcy or other statute, law or regulation affecting creditors' rights; all or substantially all of Tenant's assets are subject to judicial seizure or attachment and are not released within thirty (30) days, or Tenant consents to or acquiesces in the appointment of a trustee, receiver or liquidator for Tenant or for all or any substantial part of Tenant's assets; or

(d) Tenant fails to perform or comply with any provision of this Lease other than those described in (a) through (c) above, and does not fully cure such failure within thirty (30) days after notice to Tenant or, if such failure cannot be cured within such thirty (30)-day period, Tenant fails within such thirty (30)-day period to commence, and thereafter diligently proceed with, all actions necessary to cure such failure as soon as reasonably possible but in all events within ninety (90) days of such notice; provided, however, that if Landlord in Landlord's reasonable judgment determines that such failure cannot or will not be cured by Tenant within such ninety (90) days, then such failure shall constitute an Event of Default immediately upon such notice to Tenant.

(e) If Tenant neglects to timely cure a breach in paying rent pursuant to Section 14.1(a) above after receipt of written notice from Landlord, Tenant's right to possession shall not be terminated and no Event of Default shall occur unless Tenant fails to cure such breach within seven (7) calendar days after a further written notice from Landlord of Tenant's failure to timely cure the breach ("**Follow Up Rent Notice**"). The Follow Up Rent Notice shall be copied to Tenant's Principal and Board President (at the Premises) and shall prominently state that "THIS IS YOUR FOLLOW UP RENT NOTICE AND YOU MAY BE EVICTED IF RENT IS NOT TENDERED WITHIN SEVEN (7) CALENDAR DAYS." Tenant shall only be entitled to receive one (1) Follow Up Rent Notice providing an additional cure period in any twelve (12) month period.

14.2 Remedies. Upon the occurrence of an Event of Default, Landlord shall have the following remedies, which shall not be exclusive but shall be cumulative and shall be in addition to any other remedies now or hereafter allowed by law:

(a) Landlord may terminate Tenant's right to possession of the Premises at any time by written notice to Tenant. Tenant expressly acknowledges that in the absence of such written notice from Landlord, no other act of Landlord, including re-entry into the Premises, efforts to relet the Premises, reletting of the Premises for Tenant's account, storage of Tenant's personal property and Trade Fixtures, acceptance of keys to the Premises from Tenant or exercise of any other rights and remedies under this Section, shall constitute an acceptance of Tenant's surrender of the Premises or constitute a termination of this Lease or of Tenant's right to possession of the Premises. Upon such termination in writing of Tenant's right to possession of the Premises, as herein provided, this Lease shall terminate and Landlord shall be entitled to recover damages from Tenant as provided in any applicable existing or future Law providing for recovery of damages for such breach, including:

(i) The worth at the time of the award of any unpaid rent that had been earned at the time of the termination, to be computed by allowing interest at the Interest Rate set forth in Section 15.2 but in no case greater than the maximum amount of interest permitted by law;

(ii) The worth at the time of the award of the amount by which the unpaid rent that would have been earned between the time of the termination and the time of the award exceeds the amount of unpaid Rent that Tenant proves could reasonably have been avoided, to be computed by allowing interest at the Interest Rate set forth in Section 15.2 but in no case greater than the maximum amount of interest permitted by law;

(iii) The worth at the time of the award of the amount by which the unpaid rent for the balance of the Lease term after the time of the award exceeds the amount of unpaid rent that Tenant proves could reasonably have been avoided, to be computed by discounting that amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award plus one percent (1%);

(iv) Any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform obligations under this Lease, including brokerage commissions and advertising expenses, expenses of remodeling the Premises for a new tenant (whether for the same or a different use), and any special concessions made to obtain a new tenant; and

(v) Any other amounts, in addition to or in lieu of those listed above, that may be permitted by applicable law.

(b) Landlord shall have the remedy described in California Civil Code Section 1951.4 (Landlord may continue this Lease in effect after Tenant's breach and abandonment and recover rent as it becomes due, if Tenant has the right to sublet or assign, subject only to reasonable limitations).

(c) Landlord may cure the Event of Default at Tenant's expense. If Landlord pays any sum or incurs any expense in curing the Event of Default, Tenant shall reimburse Landlord upon demand for the amount of such payment or expense with interest at the Interest Rate from the date the sum is paid or the expense is incurred until Landlord is reimbursed by Tenant.

(d) Landlord may remove all Tenant's property from the Premises, and such property may be stored by Landlord in a public warehouse or elsewhere at the sole cost and for the account of Tenant. If Landlord does not elect to store any or all of Tenant's property left in the Premises, Landlord may consider such property to be abandoned by Tenant, and Landlord may thereupon dispose of such property in any manner deemed appropriate by Landlord. Any proceeds realized by Landlord on the disposal of any such property shall be applied first to offset all expenses of storage and sale, then credited against Tenant's outstanding obligations to Landlord under this Lease, and any balance remaining after satisfaction of all obligations of Tenant under this Lease shall be delivered to Tenant.

14.3 Subleases of Tenant. Whether or not Landlord elects to terminate this Lease on account of any default by Tenant, as set forth in this Section 14 Landlord shall have the right to terminate any and all Transfers entered into by Tenant and affecting the Premises or may, in Landlord's sole discretion, succeed to Tenant's interest in such Transfers. In the event of Landlord's election to succeed to Tenant's interest in any such

Transfers, Tenant shall, as of the date of notice by Landlord of such election, have no further right to or interest in the rent or other consideration receivable thereunder.

15. LATE CHARGE AND INTEREST.

15.1 Late Charge. If any payment of rent is not received by Landlord within twenty (20) days after its due date (and whether or not Landlord has notified Tenant of such delinquency), Tenant shall pay to Landlord on demand as a late charge an additional amount equal to five percent (5%) of the overdue payment as liquidated damages in lieu of actual damages (other than interest under Section 15.2 and attorneys' fees and costs under Section 22). The parties agree that this late charge represents a reasonable estimate of the expenses that Landlord will incur because of any late payments of rent (other than interest and attorneys' fees and costs). Landlord's acceptance of any liquidated damages shall not constitute a waiver of Tenant's default with respect to the overdue amount or prevent Landlord from exercising any of the rights and remedies available to Landlord under this Lease. A late charge shall not be imposed more than once on any particular installment not paid when due, but imposition of a late charge on any payment not made when due does not eliminate or supersede late charges imposed on other (prior) payments not made when due or preclude imposition of a late charge on other installments or payments not made when due. If Tenant is delinquent in the payment of rent or any other charge and is subject to a late charge, Landlord agrees to waive the late charge if (i) Tenant has not been delinquent in its payment of rent owed under the Lease during the six (6) month period preceding the rent delinquency in question and (ii) the rent due is paid within ten (10) days of Landlord's written notice to Tenant of the delinquent amount owed.

15.2 Interest. In addition to the late charges referred to above, which are intended to defray Landlord's costs resulting from late payments, any payment from Tenant to Landlord not paid when due shall at Landlord's option bear interest from the date due until paid to Landlord by Tenant at the rate of eight percent (8%) per annum or the maximum lawful rate that Landlord may charge to Tenant under applicable laws, whichever is less (the "**Interest Rate**"). Acceptance of any late charge and/or interest shall not constitute a waiver of Tenant's default with respect to the overdue sum or prevent Landlord from exercising any of its other rights and remedies under this Lease.

16. WAIVER. No provisions of this Lease shall be deemed waived by Landlord or Tenant unless such waiver is in a writing signed by the waiving party. The waiver by Landlord or Tenant of any breach of any provision of this Lease shall not be deemed a waiver of such provision or of any subsequent breach of the same or any other provision of this Lease. No delay or omission in the exercise of any right or remedy of Landlord upon any default by Tenant, or of Tenant upon any default of Landlord, shall impair such right or remedy or be construed as a waiver. Landlord's acceptance of any payments of rent due under this Lease shall not be deemed a waiver of any default by Tenant under this Lease (including Tenant's recurrent failure to timely pay rent) other than Tenant's nonpayment of the accepted sums, and no endorsement or statement on any check or accompanying any check or payment shall be deemed an accord and satisfaction. Landlord's or Tenant's consent to or approval of any act by Tenant requiring Landlord's or Tenant's consent or approval shall not be deemed to waive or render unnecessary Landlord's or Tenant's consent to or approval of any subsequent act.

17. ENTRY, INSPECTION AND CLOSURE. Upon at least twenty four (24) hours prior written notice to Tenant (and without notice in emergencies), Landlord and its authorized representatives may enter the Premises and Building at all reasonable times to determine whether the Premises are in good condition, to determine whether Tenant is complying with its obligations under this Lease, to perform any maintenance or repair of the Premises or the Building that Landlord has the right or obligation to perform, to serve, post or keep posted any notices required or allowed under the provisions of this Lease, to show the Premises to prospective brokers, agents, buyers, transferees, Mortgagees or tenants, or to do any other act or thing necessary for the safety or preservation of the Premises. Landlord shall conduct its activities under this Section in a manner that will minimize inconvenience to Tenant without incurring additional expense to Landlord. In no event shall Tenant be entitled to an abatement of rent on account of any entry by Landlord, and Landlord shall not be liable in any manner for any inconvenience, loss of business or other damage to Tenant or other persons arising out of Landlord's entry on the Premises in accordance with this Section. No action by Landlord pursuant to this paragraph shall constitute an eviction of Tenant, constructive or otherwise, entitle Tenant to an abatement of rent or to terminate this Lease or otherwise release Tenant from any of Tenant's obligations under this Lease.

18. SURRENDER AND HOLDING OVER.

18.1 Surrender. Upon the expiration or termination of this Lease, Tenant shall surrender the Premises and all Alterations to Landlord broom-clean and in their original condition, except for reasonable wear and tear, damage from casualty or condemnation and any changes resulting from approved Alterations; provided, however, that prior to the expiration or termination of this Lease Tenant shall remove all telephone and other cabling installed in the Building by Tenant and remove from the Premises all Tenant's personal property, Trade Fixtures and Alterations that Tenant has the right or is required by Landlord to remove under the provisions of this Lease, and repair any damage caused by such removal. If such removal is not completed before the expiration or termination of the Term, Landlord shall have the right (but no obligation) to remove the same, and Tenant shall pay Landlord on demand for all costs of removal and storage thereof and for the rental value of the Premises for the period from the end of the Term through the end of the time reasonably required for such removal. Landlord shall also have the right to retain or dispose of all or any portion of such property if Tenant does not pay all such costs and retrieve the property within ten (10) days after notice from Landlord (in which event title to all such property described in Landlord's notice shall be transferred to and vest in Landlord). Tenant waives all Claims against Landlord for any damage or loss to Tenant resulting from Landlord's removal, storage, retention, or disposition of any such property. Upon expiration or termination of this Lease or of Tenant's possession, whichever is earliest, Tenant shall surrender all keys to the Premises or any other part of the Building and shall deliver to Landlord all keys for or make known to Landlord the combination of locks on all safes, cabinets and vaults that may be located in the Premises. Tenant's obligations under this Section shall survive the expiration or termination of this Lease.

18.2 Holding Over. If Tenant (directly or through any Transferee or other successor-in-interest of Tenant) remains in possession of the Premises after the expiration or termination of this Lease, Tenant's continued possession shall be on the basis of a tenancy at the sufferance of Landlord. In such event, Tenant shall continue to comply with or perform all the terms and obligations of Tenant under this Lease, except that the monthly Base Rent during Tenant's holding over shall be one hundred fifty percent (150%) of the Base Rent payable in the last full month prior to such holding over. Acceptance by Landlord of rent after such termination shall not constitute a renewal of this Lease; and nothing contained in this provision shall be deemed to waive Landlord's right of re-entry or any other right hereunder or at law. Tenant shall indemnify, defend and hold Landlord harmless from and against all Claims arising or resulting directly or indirectly from Tenant's failure to timely surrender the Premises, including (i) any rent payable by or any loss, cost, or damages claimed by any prospective tenant of the Premises, and (ii) Landlord's damages as a result of such prospective tenant rescinding or refusing to enter into the prospective lease of the Premises by reason of such failure to timely surrender the Premises.

19. ENCUMBRANCES.

19.1 Subordination. This Lease and any rights of Tenant granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "Encumbrance"), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Tenant agrees that the holders of any such Encumbrance (in this Lease together referred to as "Mortgagee") shall have no liability or obligation to perform any of the obligations of Landlord under this Lease. Any Mortgagee may elect to have this Lease and/or rights of Tenant granted hereby superior to the lien of its Encumbrance by giving written notice thereof to Tenant, whereupon this Lease and such rights of Tenant shall be deemed prior to such Encumbrance, notwithstanding the relative dates of the documentation or recordation thereof.

19.2 Attornment. In the event that Landlord transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of an Encumbrance to which this Lease is subordinated (i) Tenant shall, subject to the non-disturbance provisions of Section 19.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of such new owner, this Lease shall automatically become a new Lease between Tenant and such new owner, upon all of the terms and conditions hereof, for the remainder of the term hereof, and (ii) Landlord shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Landlord's obligations hereunder, except that such new owner shall not: (a) be liable for any act or omission of any prior landlord or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which tenant might have against any prior landlord; (c) be bound by prepayment of more

than one month's rent, or (d) be liable for the return of any security deposit paid to any prior landlord. Tenant waives its right under any current or future law which gives or purports to give Tenant any right to terminate or otherwise adversely affect this Lease as a result of any sale of the Premises or the foreclosure or termination of any Encumbrance.

19.3 Non-Disturbance. With respect to Encumbrances entered into by Landlord after the execution of this Lease, Landlord shall use reasonable, good faith efforts to receive a commercially reasonable non-disturbance agreement (a "**Non-Disturbance Agreement**") from the Mortgagee which Non-Disturbance Agreement provides that Tenant's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Tenant is not in default hereof and attorns to the record owner of the Premises. Tenant acknowledges that the Non-Disturbance Agreement may contain the limitations on liability of the succeeding owner set forth in Section 19.2 above, and will be in the form that the Mortgagee typically provides tenants such as Tenant, taking into account the terms of this Lease, its creditworthiness of Tenant and such criteria as its Mortgagee customarily applies. Landlord shall have no obligation to negotiate the terms of the Non-Disturbance Agreement on Tenant's behalf, or to incur any legal fees or other out-of-pocket expenses in obtaining the Non-Disturbance Agreement.

19.4 Self-Executing. The agreements contained in this Section 19 shall be effective without the execution of any further documents; provided, however, that, upon written request from Landlord or a Mortgagee in connection with a sale, financing or refinancing of the Premises, Tenant shall, within ten (10) days after receipt of a written request, execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

19.5 Mortgagee Protection. Tenant agrees to give any Mortgagee, by registered mail, a copy of any notice of default served upon Landlord, provided that prior to such notice Tenant has been notified in writing (by way of notice of assignment of rents and leases, or otherwise) of the address of such Mortgagee. If Landlord shall have failed to cure such default within thirty (30) days from the effective date of such notice of default, then the Mortgagee shall have an additional thirty (30) days within which to cure such default or if such default cannot be cured within that time, then such additional time as may be necessary to cure such default (including the time necessary to foreclose or otherwise terminate its Encumbrance, if necessary to effect such cure), and this Lease shall not be terminated so long as such remedies are being diligently pursued.

20. ESTOPPEL CERTIFICATES AND FINANCIAL STATEMENTS.

20.1 Estoppel Certificates. Within ten (10) days after written request therefor, Tenant shall execute and deliver to Landlord, in a form provided by or satisfactory to Landlord, a certificate stating that this Lease is in full force and effect, describing any amendments or modifications hereto, acknowledging that this Lease is subordinate or prior, as the case may be, to any Encumbrance and stating any other information Landlord may reasonably request, including the Term, the monthly Base Rent, the date to which Rent has been paid, the amount of any Security Deposit or prepaid rent, whether either party hereto is in default under the terms of the Lease, and whether Landlord has completed its construction obligations hereunder (if any), and providing such other information concerning this Lease or the Premises as Landlord may reasonably request. Any person or entity purchasing, acquiring an interest in or extending financing with respect to the Premises shall be entitled to rely upon any such certificate. If Tenant fails to deliver such certificate within ten (10) days after Landlord's second written request therefor, Tenant shall be liable to Landlord for any damages incurred by Landlord including any profits or other benefits from any financing of the Premises or any interest therein which are lost or made unavailable as a result, directly or indirectly, of Tenant's failure or refusal to timely execute or deliver such estoppel certificate.

20.2 Financial Statements. Throughout the Term of this Lease, upon request by Landlord, not more than once a year, Tenant shall deliver to Landlord a copy of the financial statements for Tenant and any Guarantor (including at least a year end balance sheet and a statement of profit and loss) for each of the three most recently completed years, prepared in accordance with generally accepted accounting principles (and, if such is Tenant's and/or Guarantor's normal practice, audited by an independent certified public accountant), all then available subsequent interim statements, and such other financial information as may reasonably be requested by Landlord or required by any Mortgagee.

21. **NOTICES GENERALLY.** Any notice, demand, request, consent or approval that either party desires or is required to give to the other party under this Lease shall be in writing and shall be served personally, delivered by messenger or courier service, or sent by U.S. certified mail, return receipt requested, postage prepaid, addressed to the other party at the party's address for notices set forth in the Basic Lease Information. Notices delivered personally or by certified mail, return receipt requested, will be effective immediately upon receipt (or refusal of delivery or receipt); notices sent by independent messenger or courier service will be effective one (1) business day after acceptance by the independent service for delivery. Either party may change its address for notices hereunder by a notice to the other party complying with this Section. If Tenant sublets the Premises, notices from Landlord shall be effective on the subtenant when given to Tenant pursuant to this Section. Notwithstanding any provision of this Lease to the contrary, if this Lease (or any rider, addendum or subsequent amendment hereto) grants Tenant any option to extend or renew the Term, or to expand the Premises, or lease or purchase any property owned by Landlord, the exercise of such option shall be valid only if Landlord actually receives written notice thereof from Tenant by the date that such option expires.

22. **ATTORNEYS' FEES.**

22.1 Disputes between Landlord and Tenant. In the event of any litigation or arbitration regarding any rights and obligations under this Lease, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs in addition to any other relief which may be granted. The **"Prevailing Party"** shall mean the party receiving substantially the relief desired, whether by settlement, dismissal, summary judgment, judgment, or otherwise.

22.2 Other Litigation. If Landlord, without fault on Landlord's part, is made a party to any litigation instituted by Tenant or by any third party against Tenant, or by or against any Transferee or other occupant of the Premises or otherwise arising out of or resulting from any act or transaction of Tenant or of any such Transferee or occupant, Tenant shall hold Landlord harmless from any judgment rendered against Landlord or the Premises or any part thereof, and reimburse Landlord upon demand for all costs and expenses, including reasonable attorneys' fees, incurred by Landlord in or in connection with such litigation.

23. **QUIET POSSESSION.** Subject to Tenant's full and timely performance of all of Tenant's obligations under this Lease and subject to the terms of this Lease, including Section 19 - *Encumbrances*, Tenant shall have the quiet possession of the Premises throughout the Term as against any persons or entities lawfully claiming by, through or under Landlord.

24. **SECURITY MEASURES.** Tenant acknowledges that the rent payable by Tenant under this Lease does not include the cost of guard service or other security measures, and Landlord shall have no obligation to provide the same. Landlord, its agents and employees shall have no liability to Tenant or its Representatives or Visitors for the implementation or exercise of, or the failure to implement or exercise, any such security measures or for any resulting disturbance of Tenant's use or enjoyment of the Premises.

25. **FORCE MAJEURE.** If Landlord is delayed, interrupted or prevented from performing any of its obligations under this Lease, and such delay, interruption or prevention is due to fire, act of God, governmental act or failure to act, labor dispute, unavailability of materials or any cause outside the reasonable control of Landlord, then the time for performance of the affected obligations of Landlord shall be extended for a period equivalent to the period of such delay, interruption or prevention.

26. **LANDLORD'S LIABILITY.** The term "Landlord," as used in this Lease, shall mean only the owner or owners of the Premises at the time in question. In the event of any conveyance of title to the Premises, then from and after the date of such conveyance, the transferor Landlord shall be relieved of all liability with respect to Landlord's obligations to be performed under this Lease after the date of such conveyance. Notwithstanding any other term or provision of this Lease, the liability of Landlord for its obligations under this Lease is limited solely to Landlord's interest in the Premises as the same may from time to time be encumbered, and no personal liability shall at any time be asserted or enforceable against any other assets of Landlord or against Landlord's partners or members or its or their respective partners, trustees, shareholders, members, directors, officers or managers on account of any of Landlord's obligations or actions under this Lease.

27. CONSENTS AND APPROVALS.

27.1 Determination in Good Faith. Wherever the consent, approval, judgment or determination of Landlord is required or permitted under this Lease and no express standard is specified (e.g., "reasonableness"), Landlord shall exercise Landlord's business judgment in good faith in granting or withholding such consent or approval or in making such judgment or determination. If it is determined that Landlord failed to give its consent where it was required to do so under this Lease, Tenant shall be entitled to injunctive relief but shall not be entitled to monetary damages or to terminate this Lease for such failure. Without limiting the generality of the foregoing, if Tenant claims that Landlord has unreasonably withheld or delayed its consent under Section 13 of this Lease with respect to any proposed Transfer, Tenant's sole remedy shall be an injunction for the relief sought, and Tenant waives the benefit of the remedies provided under Civil Code section 1995.310, and any similar or successor statute, judicial decision or other law that purports to allow Tenant to terminate this Lease or to seek damages under such circumstances.

27.2 No Liability Imposed on Landlord. The review and/or approval by Landlord of any item or matter to be reviewed or approved by Landlord under the terms of this Lease shall not impose upon Landlord any liability for the accuracy or sufficiency of any such item or matter or the quality or suitability of such item for its intended use. Any such review or approval is for the sole purpose of protecting Landlord's interest in the Premises, and no third parties, including Tenant or the Representatives or Visitors of Tenant or any person or entity claiming by, through or under Tenant, shall have any rights as a consequence thereof.

28. **BROKERS.** Each of Landlord and Tenant warrants and represents to the other that in the negotiating or making of this Lease such representing party nor anyone acting on its behalf has dealt with any broker or finder who might be entitled to a fee or commission for this Lease other than the Broker. Each of Landlord and Tenant shall indemnify and hold the other harmless from any claim or claims, including costs, expenses and attorney's fees incurred by the other asserted by any other broker or finder for a fee or commission based upon any dealings with or statements made the representing party or its Representatives.

29. **ENTIRE AGREEMENT.** This Lease constitutes the entire agreement between Landlord and Tenant with respect to the leasing of the Premises by Tenant, and supersede all prior or contemporaneous agreements, understandings, proposals and other representations by or between Landlord and Tenant, whether written or oral. Neither Landlord nor Landlord's agents have made any representations or warranties with respect to the Premises or this Lease except as expressly set forth herein, and no rights, easements or licenses shall be acquired by Tenant by implication or otherwise unless expressly set forth herein. The submission of this Lease for examination does not constitute an option for the Premises and this Lease shall become effective as a binding agreement only upon execution and delivery thereof by Landlord to Tenant.

30. **MISCELLANEOUS.** This Lease may not be amended or modified except by a writing signed by Landlord and Tenant. Subject to Section 13 - *Assignment and Subletting* and Section 26 - *Landlord's Liability*, this Lease shall be binding on and shall inure to the benefit of the parties and their respective successors, assigns and legal representatives. The determination that any provisions hereof may be void, invalid, illegal or unenforceable shall not impair any other provisions hereof and all such other provisions of this Lease shall remain in full force and effect. The unenforceability, invalidity or illegality of any provision of this Lease under particular circumstances shall not render unenforceable, invalid or illegal other provisions of this Lease, or the same provisions under other circumstances. This Lease shall be construed and interpreted in accordance with the laws (excluding conflict of laws principles) of the State in which the Building is located. The provisions of this Lease shall be construed in accordance with the fair meaning of the language used and shall not be strictly construed against either party. When required by the context of this Lease, the singular includes the plural. Wherever the term "including" is used in this Lease, it shall be interpreted as meaning "including, but not limited to" the matter or matters thereafter enumerated. The captions contained in this Lease are for purposes of convenience only and are not to be used to interpret or construe this Lease. If more than one person or entity is identified as Tenant hereunder, the obligations of each and all of them under this Lease shall be joint and several. Time is of the essence with respect to this Lease, except as to the conditions relating to the delivery of possession of the Premises to Tenant. Neither Landlord nor Tenant shall record this Lease.

31. **INDEPENDENT COVENANTS.** This Lease shall be construed as though the covenants of Tenant are independent and not dependent and Tenant hereby expressly waives the benefit of any statute to the contrary and agrees that if Landlord fails to perform its obligations set forth herein, Tenant shall not be entitled to make any repairs or perform any acts hereunder at Landlord's expense or to any setoff of the rent or other amounts owing hereunder against Landlord; provided, however, that the foregoing shall in no way impair the right of Tenant to commence a separate action against Landlord for any violation by Landlord of the provisions hereof.

32. **MUTUAL REPRESENTATION OF AUTHORITY.** Landlord and Tenant represent and warrant to each other that they have full right, power and authority to enter into this Lease without the consent or approval of any other entity or person and make these representations knowing that the other party will rely thereon. The signatory on behalf of Landlord and Tenant further represent and warrant that they have full right, power and authority to act for and on behalf of Landlord and Tenant in entering into this Lease.

33. **SIGNS.** All signs must comply with all applicable laws.

IN WITNESS WHEREOF, Landlord and Tenant have entered into this Lease as of the date first above written.

LANDLORD:

PACIFIC COLLEGIATE FOUNDATION, a California
nonprofit public benefit corporation

By: _____
Thomas D. Morell

Its: President

Date: _____

TENANT:

PACIFIC COLLEGIATE SCHOOL, a California
nonprofit public benefit corporation

By: _____
Peter Rode

Its: President

Date: _____

EXHIBIT A

ATTACHED TO AND FORMING A PART OF
NET LEASE AGREEMENT
DATED AS OF MAY 15, 2015, BETWEEN
PACIFIC COLLEGIATE FOUNDATION,
AS LANDLORD,
AND
PACIFIC COLLEGIATE SCHOOL
AS TENANT
(the "LEASE")

CONSTRUCTION RIDER

This Construction Rider shall set forth the terms and conditions relating to the construction of the tenant improvements in the Premises. This Construction Rider is essentially organized chronologically and addresses the issues of the construction of the Premises, in sequence, as such issues will arise during the actual construction of the Premises. All capitalized terms used but not defined herein shall have the meanings given such terms in the Lease. All references in this Construction Rider to Articles or Sections of "the Lease" shall mean the relevant portion of the Office Lease Agreement to which this Construction Rider is attached as Exhibit A and of which this Construction Rider forms a part, and all references in this Construction Rider to Sections of "this Construction Rider" shall mean the relevant portion of this Construction Rider.

SECTION 1

LANDLORD'S INITIAL CONSTRUCTION IN THE PREMISES

1.1 Original Building Acquired by Landlord. On or about March 27, 2014, Landlord acquired the real property and improvements located at 3004 Mission Street, a portion of which was at that time configured for and occupied by a fitness club and an office tenant and portions of which were vacant (as acquired the "Original Building").

SECTION 2

PERMITS AND CONSTRUCTION DRAWINGS

2.1 Permits. On July 22, 2014, Landlord obtained a Planned Development Permit permitting Tenant's school occupancy use, based upon preliminary plans submitted to the City of Santa Cruz. Based upon the logical extension and development of those preliminary plans, Landlord subsequently submitted drawings prepared by Studio Bondy Architects (the "Architect") with Tenant's approval to the City of Santa Cruz pursuant to which Landlord obtained the applicable building permits necessary to allow Contractor to commence and fully complete the construction of the Tenant Improvements (the "Permits").

2.2 Drawings Prepared By Architect. Architect has prepared certain Final Construction Specifications as supplemented by drawings prepared by consulting structural and mechanical engineers, showing the Premises to be constructed by Landlord. The most current plan set reflecting the approved construction drawings is referred to as the Studio Bondy Architects, V.E. Set for Construction, dated December 5, 2014, as modified by written change orders thereto as of the date hereof ("Final Construction Specifications").

SECTION 3

CONSTRUCTION OF THE TENANT IMPROVEMENTS

3.1 Tenant Improvements. Landlord shall, at Landlord's expense, construct the tenant improvements (the "Tenant Improvements") based upon the approved Final Construction Specifications described above.

3.2 Contractor. Bogard Construction, Inc. ("**Contractor**") has been retained by Landlord to construct the Tenant Improvements at Landlord's expense.

3.3 FF&E Purchased or Owned By Tenant. Certain furnitures, fixtures, and equipment shall be acquired and installed in the Premises by Tenant. As a part of the fitting out of the Premises by Tenant, Landlord has agreed to acquire cabinetry, countertops, science equipment, fencing, and miscellaneous other items of such "FF&E" for Tenant ("**Tenant's FF&E**") for installation by the Contractor during the course of the Tenant Improvements. Notwithstanding that Landlord may order such cabinets and other items of Tenant's FF&E on Tenant's behalf, Tenant's FF&E are not an element of the Tenant Improvements, and ownership of Tenant's FF&E shall at all times be vested in Tenant, and Landlord does hereby transfer and set over unto Tenant all interest whatsoever in Tenant's FF&E, which shall be owned by Tenant. Tenant shall pay the full cost of Tenant's FF&E to Landlord concurrently with the mutual execution of this Lease. Tenant currently owns and operates a modular school building customized by Tenant for music instruction ("**Tenant's Music Classroom**"). Tenant plans to relocate Tenant's Music Classroom to a location at the Premises prepared for such use by Landlord as part of the Final Construction Specifications. Tenant shall at all times retain sole ownership of the Tenant's Music Classroom regardless of its installation and/or affixation to the Premises. Tenant shall bear the cost of delivering Tenant's Music Classroom to the Premises and shall bear the cost (if any) of repairs required by Tenant's removal, transport, and installation.

3.4 Substantial Completion. The Tenant Improvements shall be deemed to be "**Substantially Completed**" when they have been completed in accordance with the Final Construction Specifications except for finishing details, minor omissions, decorations and mechanical adjustments of the type normally found on an architectural "punch list". (The definition of Substantially Completed shall also define the terms "**Substantial Completion**" and "**Substantially Complete**.") Following Substantial Completion of the Tenant Improvements and before Tenant takes possession of the Premises, Landlord and Tenant shall inspect the Premises and jointly prepare a "punch list" of agreed items of construction remaining to be completed. Landlord shall complete the items set forth in the punch list as soon as reasonably possible. Tenant shall cooperate with and accommodate Landlord and its workers in completing the items on the punch list. Final approval and acceptance by Tenant will require Landlord's delivery of a Certificate of Occupancy (or its local equivalent) from the City of Santa Cruz ("**CofO**").

3.5 Delivery of Premises. Upon Substantial Completion of the Tenant Improvements, Landlord shall deliver possession of the Premises to Tenant, accompanied by a CofO. If Landlord has not Substantially Completed the Tenant Improvements and tendered possession of the Premises to Tenant on or before the Scheduled Commencement Date specified in Section 2 of the Lease, or if Landlord is unable for any other reason to deliver possession of the Premises to Tenant on or before such date, neither Landlord nor its representatives shall be liable to Tenant for any damage resulting from the delay in completing such construction obligations and/or delivering possession to Tenant and the Lease shall remain in full force and effect unless and until it is terminated under the express provisions of this Paragraph. If any delays in Substantially Completing the Tenant Improvements are attributable to Tenant Delays (as defined in Section 5 of this Construction Rider), then the Premises shall be deemed to have been Substantially Completed and delivered to Tenant on the date on which Landlord could have Substantially Completed the Premises and tendered the Premises to Tenant but for such Tenant Delays.

SECTION 4 **MISCELLANEOUS**

4.1 Tenant's Entry into the Premises Prior to Substantial Completion. Provided that Tenant and its agents do not interfere with Contractor's work in the Building and the Premises, Contractor shall allow Tenant access to the Premises prior to the Substantial Completion of the Premises (but if such access is to be prior to the issuance of the Temporary Certificate of Occupancy for the Building, then such access shall be only as allowed by the City of Santa Cruz) for the purpose of Tenant installing equipment or fixtures (including Tenant's data and telephone equipment) in the Premises. Prior to Tenant's entry into the Premises as permitted by the terms of this Section 6.1, Tenant shall submit a schedule to Landlord and Contractor, for their approval, which schedule shall detail the timing and purpose of Tenant's entry, and Tenant shall provide evidence reasonably satisfactory to Landlord that Tenant's insurance, as described in Section 10.1 - *Tenant's Insurance* of the Lease, shall be in effect as of the time of such entry. Such permission may be revoked at any time upon twenty-four (24) hours' notice, and

Tenant and its Representatives shall not interfere with Landlord or Landlord's contractor in completing the Building or the Tenant Improvements. Tenant shall hold Landlord harmless from and indemnify, protect and defend Landlord against any loss or damage to the Building or Premises and against injury to any persons caused by Tenant's actions pursuant to this Section 4.1.

4.2 Tenant's Representative. Tenant has designated Pete Rode as its sole representative with respect to the matters set forth in this Construction Rider, who, until further notice to Landlord, shall have full authority and responsibility to act on behalf of the Tenant as required in this Construction Rider.

4.3 Landlord's Representative. Landlord has designated Thomas Morell as its sole representative with respect to the matters set forth in this Construction Rider, who, until further notice to Tenant, shall have full authority and responsibility to act on behalf of the Landlord as required in this Construction Rider.

FIRST AMENDMENT TO LEASE

This First Amendment to Lease (this "**Amendment**"), is entered into to be effective as of November 10, 2015 (the "**Effective Date**"), by and between Pacific Collegiate Foundation, a California nonprofit public benefit corporation ("**Landlord**"), and Pacific Collegiate School, a California nonprofit public benefit corporation ("**Tenant**").

Recitals

A. Landlord and Tenant entered into that Net Lease Agreement dated for reference purposes as of April 1, 2015 ("**Lease**"), for land, a Building, and other improvements located at and commonly known as 3004 Mission Street, Santa Cruz, California (the "**Premises**").

B. Landlord has completed the reconstruction of the Building and the Premises contemplated by the Lease, to meet Tenant's requirements and otherwise pursuant to Exhibit A to the Lease. Landlord received a Temporary Certificate of Occupancy from the City of Santa Cruz ("**City**") on November 6, 2015, and delivered possession of the Premises to Tenant on that date. Tenant commenced its actual school operations on November 10, 2015. Landlord has full permit sign-off and has received a Certificate of Occupancy from the City effective as of November 23, 2015.

C. Landlord is currently pursuing a long term financing arrangement which will establish the initial Base Rent under the Lease pursuant to Section 3.1(a) of the Lease, but has not yet concluded those arrangements, and accordingly Landlord and Tenant wish to establish a reasonable rental rate to govern the interim period prior to establishing such rate.

Amendment

Landlord and Tenant hereby agree to amend the Lease as follows:

1. Commencement Date and Term. Landlord and Tenant agree that the "Commencement Date" as that term is used in the Lease shall be November 10, 2015.

2. Interim Arrangements for Payment of Base Rent. Commencing on the Commencement Date, Tenant shall pay Base Rent on a per diem basis, in the amount of Nine Hundred Fifty Nine and 38/100 Dollars (\$959.38) per day, payable in arrears on the last day of each month. From and after Landlord's completion of long term financing arrangements, however, this interim per diem rent arrangement shall terminate, and provisions of Section 3.1(a) of the Lease shall apply without modification. In addition, the reference to "December 31, 2015," in Section 3.1(b) of the Lease is deleted and replaced with a reference to May 31, 2016.

3. Same Terms and Conditions. Except as otherwise set forth in this Amendment to the contrary, Tenant's leasing of the Premises shall be upon the same terms and conditions set forth in the Lease, and all of Tenant's and Landlord's other obligations under the Lease shall remain in full force and effect.

4. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5. Capitalized Terms. Capitalized terms used in this Amendment without definition shall have the same meanings given to such terms in the Lease.

6. Ratification and Affirmation. The Lease, as modified by this Amendment, is hereby ratified and affirmed and shall continue in full force and effect. From and after the date of this Amendment, all references to the "Lease" shall mean the Lease, as modified by this Amendment.

LANDLORD:

PACIFIC COLLEGIATE FOUNDATION,
a California nonprofit public benefit corporation

By: _____
Name: Thomas D. Morell
Title: President

TENANT:

PACIFIC COLLEGIATE SCHOOL,
a California nonprofit public benefit corporation

By: _____
Name: Connie Smith
Title: Board President

SECOND AMENDMENT TO LEASE

This Second Amendment to Lease (this "**Amendment**"), is entered into to be effective as of August 1, 2016 (the "**Effective Date**"), by and between Pacific Collegiate Foundation, a California nonprofit public benefit corporation ("**Landlord**"), and Pacific Collegiate School, a California nonprofit public benefit corporation ("**Tenant**").

Recitals

A. Landlord and Tenant entered into that Net Lease Agreement dated for reference purposes as of April 1, 2015 ("**Original Lease**"), for land, a Building, and other improvements located at and commonly known as 3004 Mission Street, Santa Cruz, California (the "**Premises**"). The Original Lease was amended by that certain First Amendment to Lease dated as of November 10, 2015, and as amended is referred to in this Second Amendment as the "**Lease**."

B. The Lease contemplates that (subject to a maximum amount of Five Hundred Thousand Dollars (\$500,000) per annum), the Base Rent payable by Tenant to Landlord will reflect the costs of financing the total costs of acquiring the Premises, and constructing the Premises for Tenant's use. For clarity, such rent is referred to in this Amendment as the "**Financing Rent**" instead of the "**Base Rent**."

C. On August 4, 2016, Landlord entered into a long term financing arrangement to refinance the costs of constructing the Premises for Tenant's use, pursuant to which Landlord requested that the California Statewide Communities Development Authority (the "**Issuer**"), issue its \$6,750,000 Variable Rate Demand Revenue Bonds (Pacific Collegiate Foundation) Series 2016 (the "**Bonds**"). In order to provide for the authentication and delivery of the Bonds, to establish and declare the terms and conditions upon which the Bonds were issued and to secure the payment of the principal thereof and of the interest thereon, the Issuer entered into an Indenture (the "**Indenture**"), dated as of August 1, 2016, by and between the Issuer and The Bank of New York Mellon Trust Company, as trustee (the "**Trustee**"). Pursuant to the Indenture, the Trustee disbursed of the proceeds of the Bonds according to the terms more specifically set forth in the Indenture and in the Loan Agreement (the "**Loan Agreement**"), dated as of August 1, 2016, by and between the Issuer and Landlord. In connection with the issuance of the Bonds, the Indenture, and the related instruments, Comerica Bank ("**Comerica**") issued in favor of the Trustee, for the account of Landlord, an irrevocable direct pay letter of credit ("**Letter of Credit**") in an initial Stated Amount of \$6,825,453.00, which Letter of Credit is to be available to be drawn upon to provide funds for the payment of principal and interest on the Bonds when due and payable. Pursuant to that certain Reimbursement Agreement ("**Reimbursement Agreement**"), dated as of August 1, 2016, Landlord (as the "**Borrower**") has an ongoing obligation to pay a Letter of Credit Fee to Comerica, as well as other fees and expenses associated therewith. Landlord concurrently entered into an ISDA Master Agreement, with Schedule and Confirmation, with Comerica (collectively, the "**Swap Contract**") providing for Landlord to pay a fixed rate of interest to Comerica in substitution for receiving payments at a variable rate intended to reflect a suitable basis of comparison to the interest rate payable on the Bonds.

D. As contemplated above, such costs of the Bond Financing, including the amounts due to Comerica under the Reimbursement Agreement and the Swap Contract, are referred to in this Amendment as the "**Financing Rent**" generally, or the "**Annual Financing Rent**," when referring

to the Financing Rent for each period during the Term commencing on any August 1 and continuing through July 31 of the next following year. Any period from August 1 through July 31 is similarly referred to in this Amendment as a "Financing Year."

E. As one of the terms of the financing transaction described above, Tenant was required to prepay the full amount of the annual Letter of Credit Fee owed to Comerica, in the amount of One Hundred Forty Five Thousand (\$145,297) which constitutes a significant proportion of the annual Financing Rent for the first year, and accordingly, the monthly estimate amount for the first year is correspondingly lower in that amount than it will be in future years.

F. At this time Landlord and Tenant wish to establish a regular monthly rental rate structure based upon the anticipated amounts payable by Landlord as Financing Rent, and also to provide for annual confirmation and settlement of the total annual rent on an annual basis following each Financing Year.

Amendment

Landlord and Tenant hereby agree to amend the Lease as follows:

1. Monthly Financing Rent. Commencing on August 1, 2016, and continuing through July 31, 2017, Tenant shall pay Financing Rent in the amount of Twenty Thousand Three Hundred Sixty Four Dollars (\$20,364.00) per month, payable on the first day of each month. Commencing on August 1, 2017, the Financing Rent is anticipated to adjust to approximately Thirty One Thousand Six Hundred Nineteen and 25/100 Dollars (\$31,619.25) per month, as provided below in Section 2, as the annual Letter of Credit fee will not be prepaid in advance.

2. Annual Reconciliation of Financing Rent.

(a) Rent Generally.

(1) Prior to the end of each Financing Year, Landlord shall notify Tenant of Landlord's estimate of the Annual Financing Rent for the following Financing Year. Commencing on the first day of the Financing Year and continuing on the first day of every month thereafter in such year, Tenant shall pay to Landlord one-twelfth (1/12th) of the estimated Financing Costs. If Landlord thereafter estimates that Financing Rent for such year will vary from Landlord's prior estimate, Landlord may, by notice to Tenant, revise the estimate for such year (and Financing Rent shall thereafter be payable based on the revised estimate).

(2) As soon as reasonably practicable after the end of each Financing Year, Landlord shall furnish Tenant a statement (the "Statement") with respect to such year, showing the Financing Costs for that year, and the total payments made by Tenant with respect thereto. If Tenant disputes the amount of Financing Rent stated in the Statement, Tenant may, at Tenant's own cost and expense, designate, within ninety (90) days after receipt of that Statement, an independent certified public accountant to inspect Landlord's records. Tenant must give reasonable notice to Landlord of the request for inspection, and the inspection must be conducted in a reasonable location and at a reasonable time or times. If, after that inspection, Tenant still disputes the Financing Rent, a certification of the proper amount shall be made, at Tenant's expense, by Landlord's independent certified public accountant. That certification shall be final and conclusive.

Any objection of Tenant to the Statement and resolution of any dispute shall not postpone the time for payment of any amounts due Tenant or Landlord based on the Statement, nor shall any failure of Landlord to deliver the Statement in a timely manner relieve Tenant of Tenant's obligation to pay any amounts due Landlord based on the Statement.

(3) If Tenant's Financing Rent as finally determined for the year exceeds the total payments made by Tenant on account thereof, Tenant shall pay Landlord the deficiency within thirty (30) days of Tenant's receipt of Landlord's statement. If the total payments made by Tenant on account thereof exceed Tenant's Financing Rent as finally determined for the year, Tenant's excess payment shall be credited toward the Financing Rent next due from Tenant under this Lease, unless such excess is more than Ten Thousand and No/100ths Dollars (\$10,000.00), in which event such excess shall be refunded to Tenant.

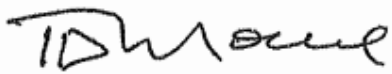
3. Same Terms and Conditions. Except as otherwise set forth in this Amendment to the contrary, Tenant's leasing of the Premises shall be upon the same terms and conditions set forth in the Lease, and all of Tenant's and Landlord's other obligations under the Lease shall remain in full force and effect. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

4. Capitalized Terms. Capitalized terms used in this Amendment without definition shall have the same meanings given to such terms in the Lease.

5. Ratification and Affirmation. The Lease, as modified by this Amendment, is hereby ratified and affirmed and shall continue in full force and effect. From and after the date of this Amendment, all references to the "Lease" shall mean the Lease, as modified by this Amendment.

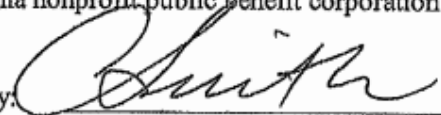
LANDLORD:

PACIFIC COLLEGIATE FOUNDATION,
a California nonprofit public benefit corporation

By: 
Name: Thomas D. Morell
Title: President

TENANT:

PACIFIC COLLEGIATE SCHOOL,
a California nonprofit public benefit corporation

By: 
Name: Connie Smith
Title: Board President

THIRD AMENDMENT TO LEASE

This Third Amendment to Lease (this “**Third Amendment**”), is entered into to be effective as of June 15th, 2018 (the “**Effective Date**”), by and between Pacific Collegiate Foundation, a California nonprofit public benefit corporation (“**Landlord**”), and Pacific Collegiate School, a California nonprofit public benefit corporation (“**Tenant**”).

Recitals

A. Landlord and Tenant entered into that Net Lease Agreement dated for reference purposes as of April 1, 2015 (“**Original Lease**”), for land, a Building, and other improvements located at and commonly known as 3004 Mission Street, Santa Cruz, California (the “**Premises**”). The Original Lease was amended by that certain First Amendment to Lease dated as of November 10, 2015 and by that certain Second Amendment to Lease dated as of August 1, 2016 (“**Second Amendment**”), and as so amended is referred to in this Third Amendment as the “**Lease**.”

B. The Lease contemplates that (subject to a maximum amount of Five Hundred Thousand Dollars (\$500,000) per annum), the Base Rent payable by Tenant to Landlord will reflect the costs of financing the total costs of acquiring the Premises, and constructing the Premises for Tenant’s use.

C. The current Lease Term extends to the last day of the one hundred twentieth (120th) full calendar month following the Commencement Date. The Landlord now wishes to amend the lease to include, at the end of the initial one hundred and twenty month Term, the right for Tenant to extend the Lease Term for an additional one hundred twenty (120) full calendar months.

D. The Second Amendment, amended the Original Lease to add language defining the rights and obligations by both parties pursuant to the “Annual Reconciliation of Financing Rent”. This Third Amendment is intended to eliminate certain language relating to the repayment of deficiencies and resolving issues associated with overpayments.

E. In addition, the Second Amendment defined the “Financing Year” to be the 12 month period of time between August 1st of every calendar year through July 31st of the subsequent year. In order to resolve the inherent conflict between public school accounting schedules and the Financing Year listed in the Second Amendment, this Third Amendment alters the Financing Year to instead run between July 1st of every year thru June 30th of the following year.

Amendment

Landlord and Tenant hereby agree to amend the Lease as follows:

1. Option to Extend. The Landlord hereby grants the Tenant an option to extend the Expiration Date of the lease by up to 10 years in any increment desired by Tenant, such option to be exercised in writing by tenant at any time during the current term of the Lease, but not less than 6 months prior to the current Expiration Date of the Lease. Upon exercise of this Option to Extend, the

applicable rent shall still continue to be the lesser of the Base Rent as so defined and \$500,000 per annum.

2. Annual Reconciliation of Financing Rent.

(a) Rent Generally

(1) Prior to April 1st of each Financing Year, Landlord shall notify Tenant of Landlord's estimate of the Annual Financing Rent for the following Financing Year. Commencing on the first day of the Financing Year and continuing on the first day of every month thereafter in such year, Tenant shall pay to Landlord one-twelfth (1/12th) of the estimated Financing Costs. If Landlord thereafter estimates that Financing Rent for such year will vary from Landlord's prior estimate, Landlord may, by notice to Tenant, revise the estimate for such year (and Financing Rent shall thereafter be payable based on revised estimate).

(2) As soon as reasonably practicable after the end of each Financing Year, Landlord shall furnish Tenant a statement ("**Statement**") with respect to such year, showing the Financing Costs for that year, and the total payments made by Tenant with respect thereto. If Tenant disputes the amount of Financing Rent stated in the Statement, Tenant may, at Tenant's own cost and expense, designate, within ninety (90) days after receipt of that Statement, an independent certified public accountant to inspect Landlord's records. Tenant must give reasonable notice to the Landlord of the request for inspection, and the inspection must be conducted in a reasonable location and at a reasonable time or times. If, after the inspection, Tenant still disputes the Financing Rent, a certification of the proper amount shall be made, at Tenant's expense, by Landlord's independent certified public accountant. This certification shall be final and conclusive. Any objection of Tenant to the Statement and resolution of any dispute shall not postpone the time for payment of any amounts due Tenant or Landlord based on the Statement, nor shall any failure of Landlord to deliver the Statement in a timely manner relieve Tenant of Tenant's obligation to pay any amounts due Landlord based on the Statement.

(3) If Tenant's Financing Rent as finally determined for the Financing Year exceeds the total payments made by the Tenant on account thereof, Tenant shall pay Landlord the deficiency within thirty (30) days of Tenant's receipt of Landlord's statement. If the total payments made by Tenant on account thereof exceed Tenant's Financing rent for the Financing Year, Tenant's excess payment shall be credited towards the Financing Rent next due from the Tenant pursuant to the Lease for the subsequent Financing Year.

3. Financing Year. The "Financing Year" as used in the Lease shall be the twelve (12) consecutive month period of time starting on July 1st and running through June 30th of the subsequent year.

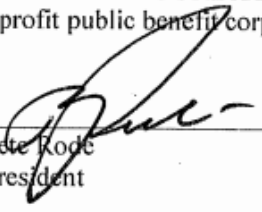
4. Same Terms and Conditions. Except as otherwise set forth in this Third Amendment to the contrary, Tenant's leasing of the Premises shall be upon the same terms and conditions set forth in the Lease, and all of Tenant's and Landlord's other obligations under the Lease shall remain in full force and effect. This Third Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5. Capitalized Terms. Capitalized terms used in this Third Amendment without definition shall have the same meanings given to such terms in the Lease.

6. Ratification and Affirmation. The Lease, as modified by this Third Amendment, is hereby ratified and affirmed and shall continue in full force and effect. From and after the date of this Third Amendment, all references to the "Lease" shall mean the Lease, as modified by this Third Amendment.

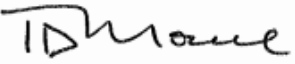
LANDLORD:

PACIFIC COLLEGIATE FOUNDATION,
a California nonprofit public benefit corporation

By: 
Name: Pete Rode
Title: President

TENANT:

PACIFIC COLLEGIATE SCHOOL,
a California nonprofit public benefit corporation

By: 
Name: Thomas D. Morell
Title: Board President

APPENDIX N: BUDGET, CASH FLOW, AND FINANCIAL PROJECTIONS



Budget Assumptions for: 2019-2020

REVENUE:

#8011-State Aid: Projecting 546 students at a 96% attendance rate.

#8012-EPA: Projected at \$126k.

#8096-In Lieu Property taxes: Projected at 2018-19 rate.

#8181-Special Education Federal Revenue: Projecting at \$36k.

#8550-Other State Revenue/Mandated Costs: Projecting \$33.5k.

#8560-Other State Revenue/Lottery: Projecting \$107k.

#8792-Special Education Revenue: Spec. Ed funds projected at \$287k.

#8674-Other Local Revenue/AFD: Projecting \$775k.

#8674-Other contributions: Interest revenue, anonymous donation of \$50k.

EXPENSES:

#1000-Certificated Salaries: Reflective of \$164.7 for base raises.

#2000-Classified Salaries: Reflective of \$26.5k for base raises.

#3000-Benefits: Reflective of any and all changes in certificated and classified salaries (CalPERS employer contribution increased to 19.721%, 15% increase to medical benefits, CalSTRS employer contribution increase to 17.1%).

#4000-Books and Supplies: Projected higher based on increase in student numbers.

#5000-Services and Other Operating Expenditures: Decrease due to fewer one-time expenses compared to 2018-19.

#6000-Capital Outlay: Depreciation expense at \$204k.

reimagining the possibilities of public school



Pacific Collegiate School

3004 Mission St
Santa Cruz, CA 95060

(831) 479-7785
(831) 427-5254 (fax)
www.pacificcollegiate.com

**Budget Assumptions for:
2020-2021**

REVENUE:

#8011-State Aid: Projecting 546 students at a 96% attendance rate.

#8012-EPA: Projected at \$104.8k.

#8096-In Lieu Property taxes: Projected at 2018-19 rate.

#8181-Special Education Federal Revenue: Projected at 2019-20 rate.

#8550-Other State Revenue/Mandated Costs: Projected at 2019-20 rate.

#8560-Other State Revenue/Lottery: Projected at 2019-20 rate.

#8792-Special Education Revenue: Projected at 2019-20 rate.

#8674-Other Local Revenue/AFD: Projecting \$775k.

#8674-Other contributions: Projected at 2019-20 rate.

EXPENSES:

#1000-Certificated Salaries: Reflective of \$57.5k for base rises.

#2000-Classified Salaries: Reflective of \$11.1k for base raises

#3000-Benefits: Reflective of any and all changes in certificated and classified salaries (CalPERS employer contribution increased to 22.7%, 10% increase to medical benefits, CalSTRS employer contribution increase to 18.4%).

#4000-Books and Supplies: Projected on 2019-20 expenses.

#5000-Services and Other Operating Expenditures:

- Increase due to services based on percentage of income received (management fees, county oversight) and increase in liability insurance.
- Anticipated decrease in legal expenses.

#6000-Capital Outlay: Depreciation expense at \$204k.



<p>Budget Assumptions for: 2021-2022</p>
--

REVENUE:

#8011-State Aid: Projecting 571 students at a 96% attendance rate. Student breakdown: Grade 6 = 25; Grades 7-8 = 184; Grades 9-12 = 362.

#8012-EPA: Projected at \$323k.

#8096-In Lieu Property taxes: Projected at 2018-19 rate.

#8181-Special Education Federal Revenue: Projected at 2019-20 rate.

#8550-Other State Revenue/Mandated Costs: Projected at 2019-20 rate.

#8560-Other State Revenue/Lottery: Projected at 2019-20 rate.

#8792-Special Education Revenue: Projected at 2019-20 rate.

#8674-Other Local Revenue/AED: Projecting \$775k.

#8674-Other contributions: Projected at 2019-20 rate.

EXPENSES:

#1000-Certificated Salaries: Reflective of \$58.7k for base rises and \$65k for 1 FTE additional teacher for 6th grade.

#2000-Classified Salaries: Reflective of \$11.4k for base raises and \$25k for 0.5 FTE for diversity position.

#3000-Benefits: Reflective of any and all changes in certificated and classified salaries (CalPERS employer contribution increase to 24.6%, 10% increase to medical benefits, CalSTRS employer contribution decrease to 18.1%).

#4000-Books and Supplies: Projected higher based on increase in student numbers and addition of \$6,000 in free and reduced lunch student payments.

#5000-Services and Other Operating Expenditures: Increase due to services based on percentage of income received (management fees, county oversight).

#6000-Capital Outlay: Depreciation expense at \$204k.



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(831) 427-5254 (fax)
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**Budget Assumptions for:
2022-2023**

REVENUE:

#8011-State Aid: Projecting 571 students at a 96% attendance rate. Student breakdown: Grade 6 = 25; Grades 7-8 = 184; Grades 9-12 = 362.

#8012-EPA: Projected at \$323k.

#8096-In Lieu Property taxes: Projected at 2018-19 rate.

#8181-Special Education Federal Revenue: Projected at 2018-19 rate.

#8550-Other State Revenue/Mandated Costs: Projected at 2018-19 rate.

#8560-Other State Revenue/Lottery: Projected at 2018-19 rate.

#8792-Special Education Revenue: Projected at 2018-19 rate.

#8674-Other Local Revenue/AFD: Projecting \$785k with increase in number of students.

#8674-Other contributions: Projected at 2019-20 rate.

EXPENSES:

#1000-Certificated Salaries: Reflective of \$61.2k for base raises.

#2000-Classified Salaries: Reflective of \$12.1k for base raises.

#3000-Benefits: Reflective of any and all changes in certificated and classified salaries (CalPERS employer contribution increased to 24.6%, 10% increase to medical benefits, CalSTRS employer contribution constant at 18.1%).

#4000-Books and Supplies: Projected higher based on increase in student numbers.

#5000-Services and Other Operating Expenditures: Increase due to services based on percentage of income received (management fees, county oversight).

#6000-Capital Outlay: Depreciation expense at \$204k.

**CHARTER SCHOOL
MULTI-YEAR PROJECTION**

Charter School Name: Pacific Collegiate School
 CDS #: 44-10447-4430252
 Charter Approving Entity: Santa Cruz County Office of Education
 County: Santa Cruz
 Charter #: 0210
 Report Period: July 1, 2019 - June 30, 2023

Description	Object Code	Totals for 2018-20	Totals for 2020-21	Totals for 2021-22	Totals for 2022-23
A. REVENUES					
1. LCFF Sources					
State Aid - Current Year	8011	1,618,479	1,765,992	2,109,275	2,282,698
Education Protection Account State Aid - Current Year	8012	104,832	104,832	109,632	109,632
State Aid - Prior Years	8019				
Transfers of Charter Schools in Lieu of Property Taxes	8096	3,133,935	3,133,935	3,133,935	3,133,935
Other LCFF Transfers	8091, 8097				
Total, LCFF Sources		4,857,246	5,004,759	5,352,842	5,526,265
2. Federal Revenues					
Every Student Succeeds Act (Titles I - V)	8290				
Special Education - Federal	8181, 8182	36,330	36,330	36,330	36,330
Child Nutrition - Federal	8220				
Donated Food Commodities	8221				
Other Federal Revenues	8110, 8260-8299				
Total, Federal Revenues		36,330	36,330	36,330	36,330
3. Other State Revenues					
Special Education - State	StateRevSE	287,943	287,943	287,943	287,943
All Other State Revenues	StateRevAO	140,626	140,626	140,626	140,626
Total, Other State Revenues		428,569	428,569	428,569	428,569
4. Other Local Revenues					
All Other Local Revenues	LocalRevAO	878,000	878,000	878,000	878,000
Total, Local Revenues		878,000	878,000	878,000	878,000
6. TOTAL REVENUES		6,200,145	6,347,658	6,695,741	6,869,164
B. EXPENDITURES					
1. Certificated Salaries					
Certificated Teachers' Salaries	1100	2,420,771	2,468,286	2,581,752	2,632,487
Certificated Pupil Support Salaries	1200				
Certificated Supervisors' and Administrators' Salaries	1300	424,165	434,138	444,376	454,855
Other Certificated Salaries	1900				
Total, Certificated Salaries		2,844,936	2,902,424	3,026,128	3,087,342
2. Non-certificated Salaries					
Non-certificated Instructional Aides' Salaries	2100				
Non-certificated Support Salaries	2200				
Non-certificated Supervisors' and Administrators' Sal.	2300				
Clerical and Office Salaries	2400	558,927	570,106	606,508	618,638
Other Non-certificated Salaries	2900	5,000	5,000	5,000	5,000
Total, Non-certificated Salaries		563,927	575,106	611,508	623,638
3. Employee Benefits					
STRS	3101-3102	478,789	534,046	547,729	558,809
PERS	3201-3202	111,212	129,414	149,201	157,134
QASDI / Medicare / Alternative	3301-3302	84,392	86,081	90,659	92,475
Health and Welfare Benefits	3401-3402	432,000	475,200	522,720	574,992
Unemployment Insurance	3501-3502	1,704	1,739	1,819	1,855
Workers' Compensation Insurance	3601-3602	42,952	43,817	45,834	46,758
OPEB, Allocated	3701-3702				
OPEB, Active Employees	3751-3752				
Other Employee Benefits	3901-3902				
Total, Employee Benefits		1,151,049	1,270,297	1,357,962	1,432,023

4. Books and Supplies					
Approved Textbooks and Core Curricula Materials	4100	16,960	16,960	17,703	17,703
Books and Other Reference Materials	4200	42,000	42,000	43,839	43,839
Materials and Supplies	4300	96,195	96,195	106,407	106,407
Noncapitalized Equipment	4400	42,525	42,525	44,387	44,387
Food	4700				
Total, Books and Supplies		197,680	197,680	212,336	212,336
6. Services and Other Operating Expenditures					
Subagreements for Services	5100	72,665	66,210	66,210	66,210
Travel and Conferences	5200				
Dues and Memberships	5300	16,845	16,845	16,845	16,845
Insurance	5400	16,000	25,000	25,000	25,000
Operations and Housekeeping Services	5500	94,506	94,506	94,506	94,506
Rentals, Leases, Repairs, and Noncap. Improvements	5600	539,257	539,257	539,257	539,257
Transfers of Direct Costs	5700-5799				
Professional/Consulting Services and Operating Expend.	5800	459,941	422,220	435,400	439,475
Communications	5900	36,700	36,700	36,700	36,700
Total, Services and Other Operating Expenditures		1,235,914	1,200,738	1,213,918	1,217,993
8. Capital Outlay (Objects 6100-6170, 6200-6500 for mod. accrual basis)					
Land and Improvements of Land	6100-6170				
Buildings and Improvements of Buildings	6200				
Books and Media for New School Libraries or Major Expansion of School Libraries	6300				
Equipment	6400				
Equipment Replacement	6500				
Depreciation Expense (for full accrual only)	6900	203,952	203,952	203,952	203,952
Total, Capital Outlay		203,952	203,952	203,952	203,952
7. Other Outgo					
Tuition to Other Schools	7110-7143				
Transfers of Pass-through Revenues to Other LEAs	7211-7213				
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE				
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO				
All Other Transfers	7281-7299				
Transfers of Indirect Costs	7300-7399				
Debt Service:					
Interest	7438				
Principal	7439				
Total, Other Outgo		0	0	0	0
8. TOTAL EXPENDITURES		6,197,458	6,350,197	6,625,804	6,777,284
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPEND. BEFORE OTHER FINANCING SOURCES AND USES (A6-B8)		2,687	(2,539)	69,937	91,880
Description	Object Code	Totals for 2018-20	Totals for 2020-21	Totals for 2021-22	Totals for 2022-23
D. OTHER FINANCING SOURCES / USES					
1. Other Sources	8930-8979				
2. Less: Other Uses	7630-7699				
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999				
4. TOTAL OTHER FINANCING SOURCES / USES		0	0	0	0
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)		2,687	(2,539)	69,937	91,880
F. FUND BALANCE, RESERVES					
1. Beginning Fund Balance					
a. As of July 1	9791	4,954,470	4,957,157	4,954,618	5,024,555
b. Adjustments to Beginning Balance	9793, 9795	0	0	0	0
c. Adjusted Beginning Balance		4,954,470	4,957,157	4,954,618	5,024,555
2. Ending Fund Balance, June 30 (E + F.1.c.)		4,957,157	4,954,618	5,024,555	5,116,435
Components of Ending Fund Balance					
a. Nonspendable					
Revolving Cash	9711				
Stores	9712				
Prepaid Expenditures	9713				
All Others	9719				
b. Restricted	9740				

c. Committed					
Stabilization Arrangements	9750				
Other Commitments	9760				
d. Assigned					
Other Assignments	9780				
e. Unassigned/Unappropriated					
Reserve for Economic Uncertainties	9789				
Undesignated / Unappropriated Amount	9790	4,957,157	4,954,618	5,024,555	5,116,435

Pacific Collegiate School
Monthly Cash Flow Projections
2018-20

SAIC Code Description	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Total
Expenditure																
01000 Salaries																
01001 Salaries - State and Federal	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 1,200,000
01002 Salaries - Private	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 1,200,000
01003 Salaries - Other	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 1,200,000
01004 Salaries - Total	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 3,600,000
02000 Benefits																
02001 Social Security	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 1,200,000
02002 Medicare	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 1,200,000
02003 Health Insurance	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 1,200,000
02004 Dental Insurance	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 1,200,000
02005 Life Insurance	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 1,200,000
02006 Other Benefits	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 1,200,000
02007 Benefits - Total	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 6,000,000
03000 Supplies																
03001 Office Supplies	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 1,200,000
03002 Classroom Supplies	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 1,200,000
03003 Other Supplies	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 1,200,000
03004 Supplies - Total	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 3,600,000
04000 Travel																
04001 Travel - State	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 1,200,000
04002 Travel - Other	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 1,200,000
04003 Travel - Total	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 2,400,000
05000 Other																
05001 Other - State	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 1,200,000
05002 Other - Other	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 1,200,000
05003 Other - Total	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 2,400,000
Total	\$ 130,000	\$ 130,000	\$ 130,000	\$ 130,000	\$ 130,000	\$ 130,000	\$ 130,000	\$ 130,000	\$ 130,000	\$ 130,000	\$ 130,000	\$ 130,000	\$ 130,000	\$ 130,000	\$ 130,000	\$ 15,600,000



SANTA CRUZ
COUNTY OFFICE OF
EDUCATION
DR. FARIS SABBABH • SUPERINTENDENT OF SCHOOLS

SANTA CRUZ COUNTY BOARD OF EDUCATION

AGENDA ITEM

Board Meeting Date: Nov. 21, 2019

☐

Action

☒

Information

TO: Santa Cruz County Board of Education

FROM: Pacific Collegiate Charter School

SUBJECT: Public Hearing regarding Petition for Material Revision

BACKGROUND

The County Board of Education shall hold a public hearing to consider the level of support for a material revision to Pacific Collegiate Charter School that would add a 6th grade program (or, a 6th grade “Pilot Program”) by teachers employed by the school district, other employees of the school district, parents, and members of the public. The Petition for Material Revision was received by the Santa Cruz County Office of Education on November 12, 2019 and will consider the approval or denial of the petition at the regular December meeting of the Santa Cruz County Board of Education Meeting.

SUPERINTENDENT’S RECOMMENDATION FOR BOARD ACTION:

Open, conduct, and close the public hearing.

FUNDING IMPLICATIONS

Included within charter petition documents.

Pacific Collegiate School

A CALIFORNIA PUBLIC CHARTER SCHOOL
ESTABLISHED IN 1999



REQUEST FOR MATERIAL REVISION
RENEWAL TERM: JULY 1, 2020- JUNE 30, 2025

SUBMITTED TO THE
SANTA CRUZ COUNTY BOARD OF EDUCATION
OCTOBER 17, 2019

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AFFIRMATIONS AND DECLARATION

Pacific Collegiate School (“PCS,” or the “Charter School”) will follow any and all federal, state, and local laws and regulations that apply to the Charter School, including but not limited to:

- The Charter School shall meet all statewide standards and conduct the student assessments required, pursuant to Education Code Section 60605, and any other statewide standards authorized in statute, or student assessments applicable to students in non-charter public schools. [Ref. Education Code Section 47605(c)(1)]
- The Charter School declares that it shall be deemed the exclusive public school employer of the employees of the Charter School for purposes of the Educational Employment Relations Act. [Ref. Education Code Section 47605(b)(6)]
- The Charter School shall be non-sectarian in its programs, admissions policies, employment practices, and all other operations. [Ref. Education Code Section 47605(d)(1)]
- The Charter School shall not charge tuition. [Ref. Education Code Section 47605(d)(1)]
- The Charter School shall admit all students who wish to attend the Charter School, unless the Charter School receives a greater number of applications than there are spaces for students, in which case it will hold a public random drawing to determine admission. Except as required by Education Code Section 47605(d)(2), admission to the Charter School shall not be determined according to the place of residence of the student or his or her parents within the State. Preference in the public random drawing shall be given as required by Education Code Section 47605(d)(2)(B)(i)-(iv). In the event of a drawing, the chartering authority shall make reasonable efforts to accommodate the growth of the Charter School in accordance with Education Code Section 47605(d)(2)(C). [Ref. Education Code Section 47605(d)(2)(A)-(C)]
- The Charter School shall not discriminate on the basis of the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, gender expression, gender identity, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, including immigration status, or association with an individual who has any of the aforementioned characteristics). [Ref. Education Code Section 47605(d)(1)]
- The Charter School shall adhere to all provisions of federal law related to students with disabilities including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990 and the Individuals with Disabilities Education Improvement Act of 2004.
- The Charter School shall meet all requirements for employment set forth in applicable provisions of law, including, but not limited to credentials, as necessary. [Ref. Title 5 California Code of Regulations Section 11967.5.1(f)(5)(C)]
- The Charter School shall ensure that teachers in the Charter School hold a Commission on

Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools are required to hold. As allowed by statute, flexibility will be given to non-core, non-college-preparatory teachers. [Ref. Education Code Section 47605(1)]

- The Charter School shall at all times maintain all necessary and appropriate insurance coverage.
- The Charter School shall, for each fiscal year, offer at a minimum, the number of minutes of instruction per grade level as required by Education Code Section 47612.5(a)(1)(A)-(D).
- If a pupil is expelled or leaves the Charter School without graduating or completing the school year for any reason, the Charter School shall notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including report cards or a transcript of grades, and health information. If the pupil is subsequently expelled or leaves the school district without graduating or completing the school year for any reason, the school district shall provide this information to the Charter School within 30 days if the Charter School demonstrates that the pupil had been enrolled in the Charter School. [Ref. Education Code Section 47605(d)(3)]
- The Charter School may encourage parental involvement, but shall notify the parents and guardians of applicant pupils and currently enrolled pupils that parental involvement is not a requirement for acceptance to, or continued enrollment at, the Charter School. [Ref. Education Code Section 47605(n)]
- The Charter School shall maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection. [Ref. Education Code Section 47612.5(a)(2)]
- The Charter School shall on a regular basis consult with its parents and teachers regarding the Charter School's education programs. [Ref. Education Code Section 47605(c)]
- The Charter School shall comply with any applicable jurisdictional limitations to the locations of its facilities. [Ref. Education Code Section 47605-47605.1]
- The Charter School shall comply with all laws establishing the minimum and maximum age for public school enrollment. [Ref. Education Code Section 47612(b) and 47610]
- The Charter School shall comply with all applicable portions of the Elementary and Secondary Education Act ("ESEA"), as reauthorized and amended by the Every Student Succeeds Act ("ESSA").
- The Charter School shall comply with the California Public Records Act.
- The Charter School shall comply with the federal Family Educational Rights and Privacy Act.
- The Charter School shall comply with the Ralph M. Brown Act.

- The Charter School shall comply with Government Code Section 1090, et seq., as set forth in Education Code Section 47604.1.
- The Charter School shall comply with the Political Reform Act.
- The Charter School shall meet or exceed the legally required minimum number of school days. [Ref. Title 5 California Code of Regulations Section 11960]

Diana Holm, President

Date

Board of Directors

Pacific Collegiate School

INTRODUCTION

The course of study at Pacific Collegiate School focuses on the traditional core curriculum areas of mathematics, English, science and history as well as additional emphasis on visual and performing arts and world languages. The entire program is specifically designed to prepare students to enter competitive colleges and universities worldwide.

As Pacific Collegiate School has evolved, it is the expectation that students take at least five Advanced Placement (AP) classes in order to graduate; many students take more. The required AP courses are as follows: AP World History, AP US History, a choice of AP Science lab-based course, AP English Language or AP English Literature. AP classes consequently form an integral part of the basic curriculum. Beginning in middle school, teachers prepare students for success in upper-level AP courses. With this in mind, accelerated students, who have the requisite skills, may advance into classes well beyond their years. A gifted 8th grade math student could enroll in calculus; or a keen student of language could enroll in AP French in the 9th grade. The flexibility and opportunities for academic acceleration allowed by this vertical alignment are unique aspects of PCS's approach to preparing students to excel in a rigorous college atmosphere.

In addition to its college preparatory focus, PCS' charter calls for students to study visual and performing arts, develop global perspectives and hone technological proficiencies to prepare them for success in the 21st century. By design, Pacific Collegiate School provides an exceptional education rich in the visual and performing arts, requires students to study a language other than English, and constantly strives to use technology as a tool for learning and a life skill.

In an attempt to educate and inform students interested in PCS, the school holds approximately ten information meetings prior to the open public lottery, several of which are bilingual and held in locations throughout Santa Cruz County. PCS information sessions provide an overview of our academic program, student support services, extracurricular opportunities, campus life, school governance, and parent involvement. With a focused charter, it is clear that PCS remains a school of choice for its students. We are not a comprehensive small public high school, and we encourage all of our prospective students and families to consider all their needs and wants in making the decision to study at PCS. The students, parents, administration and faculty remain committed to the vision of the school and the challenges it represents. The elements of the vision statement give the best sense of the stakeholder commitment:

- PCS maintains high academic and artistic standards.
- PCS ensures that each student graduates with the foundation of coherent, relevant knowledge required for lifelong cultural maturity.
- PCS is committed to supporting students to study hard to be prepared to attend and succeed at any UC or similarly high quality private or public university.
- PCS concentrates on quality instruction in the core academic areas of language arts, mathematics, science and history so that all students are prepared to take and pass advanced placement exams in these subject areas prior to graduation.
- PCS prepares students for dynamic engagement in the fine and performing arts.

- PCS curriculum is sequential and carefully articulated to provide a clear path to college.
- PCS teachers demonstrate mastery of and enthusiasm for their subject matter as well as the ability to communicate it effectively to students.
- PCS regards parental involvement as integral and essential to its success.
- PCS has worked tirelessly in its efforts to obtain a facility that supports these goals.

Central to the accomplishment of our goals is the shape of our curriculum and the graduation requirements for a PCS student. Below is a comparison of PCS graduation requirements with those for the University of California.

PCS Requirements 220 units, 22 courses (Grades 9-12)	UC A-G Requirements
ENGLISH – 4 years (40 units) including one class at the AP level.	ENGLISH – 4 years (must be grades 9-12)
MATH – 3 years (30 units) Algebra 1, 2 & Geometry.	MATH – 3 years (Algebra 1+) (4 recommended)
SCIENCE – 3 years (lab science) one of which must be AP. (30 units)	SCIENCE – 2 years (lab science)
HISTORY – 3 years including AP World and AP US History (30 units)	HISTORY – 2 years
WORLD LANGUAGE – 3 years and reach level 3	WORLD LANGUAGE – 2 years
FINE ARTS – 3 years (30 units)	FINE ARTS – 1 year
ELECTIVES – 3 years (30 units)	COLLEGE PREP. ELECTIVES – 2 years

Success of the Prior Charter Term

Since its last charter renewal in 2015, Pacific Collegiate School has continued to nurture student achievement, combining personal support with high expectations to produce positive student outcomes, and has received a steady stream of accolades for its performance on both state and national scales. Among these recent accolades are the following:

Program Recognition

Founded in 1999, Pacific Collegiate School (PCS) is celebrated its 20th anniversary and continues to garner local and national recognition. PCS consistently ranks among the best charter and high schools in California, and the nation:

- Recognized by *Newsweek*, *US News & World Report* and *The Washington Post* as one of the nation's top public high schools

- Ranked by *US News & World Report* as one of California's top ten public charter schools and one of the nation's best public charter schools.
- Ranked in the Top Ten Public High Schools by *US News & World Report*
- Designated a National Blue-Ribbon School (2008)
- Selected a California Distinguished School (2007, 2011, 2017)

Student Performance

- Since May 2015, PCS students have taken 2,097 Advanced Placement examinations; the 'passage rate' (a grade of 3, 4, or 5 earned) during this period was 82%; students earned grades of 4 or 5 at a rate of 52%.
- PCS students continue to excel in science programs at the county level and beyond. Several students represent PCS at the state science fair each year.
- High school art students participate yearly in the county-wide high school art show sponsored by the Santa Cruz Art League. There are many winners every year in this juried show.
- Choral and instrumental music programs regularly earn high ratings local, regional, and state-wide music festivals. PCS regularly has high numbers of students extending their musical experience into local youth symphonies, honor jazz ensembles, and regional and state-wide honor bands, orchestras, and choirs.
- PCS students are consistently selected to play in the Santa Cruz Youth Symphony. In 2019, PCS students form nearly one third of the ensemble, representing the largest number of participants from a single school.
- In 2017-2018, Thespian Society students wrote and performed their own musical at the world-famous Edinburgh Fringe Festival in Scotland.
- Over the last three academic years (2017-2019), World Language students have received Seals of Biliteracy from the State of California 71 times in four languages.
- Over the last five academic years (2015-2019), 94% of both Advanced Placement Spanish Language and Culture and Advanced Placement and French Language and Culture students have earned scores of 3 or higher on the AP exam. Over the last 4 years (2016-2019), 81% of Latin students have received a 3 or higher on the exam, and in Chinese, in two years (2015 and 2018), 100% of the students received a 3 or higher.
- Additional student performance data is included in Appendix A.

College Admissions

- Predictably, the academic strength of the PCS program and its students has translated into success in the college admissions process as well:
- 100% of PCS graduates are eligible for UC/CSU admissions, and 97% of students directly enroll in four- or two-year programs.
- The top ten most popular colleges PCS students have applied to in recent years are: Cal Poly San Luis Obispo, UC Santa Barbara, UC Berkeley, UC Davis, UC Santa Cruz, UC San

Diego, UC Los Angeles, Cabrillo College, San Diego State, and Northeastern.

- The top five schools to which students have been admitted are: Cal Poly San Luis Obispo, UC Santa Barbara, UC Santa Cruz, UC Berkeley, and UC Davis.

Alumni Engagement

As a small community with a mission to prepare students to thrive at their chosen university, it is important for the school to stay connected with alumni. With the graduation of the Class of 2019, PCS now counts its total graduates at approximately 700. We regularly solicit feedback from graduates as a way of monitoring the effectiveness of the school program in meeting its mission. Included in this petition are several responses submitted by alumni recently:

- *PCS prepared me for college and life really, by teaching me how to respond to challenges. PCS isn't easy, that's pretty much a given. However, it teaches you how to respond when things are difficult. It shows you how to work incredibly hard, and if that isn't enough, how to look for alternatives, or ask for help and advocate for yourself. Those skills have been invaluable to me.*
- *I loved my time at PCS because of the close-knit community, high level academics and support I got from my peers and teachers. I was able to develop skills that I have used over and over again, academically, professionally and personally.*
- *PCS was for me an inclusive place, with a robust and quirky community that celebrated differences. I learnt while having fun and felt supported by the community I was a part of. I fostered relationships with my teachers that allowed me to engage more with the classes; I consider this to be a skill that I was very grateful I had to bring with me into college. The curriculum was advanced and I particularly enjoyed the link between the history and English curriculum.*
- *PCS prepared me extremely well for college level writing. I came into college knowing how to write multiple types of research and persuasive essays and was ahead of my peers in college.*
- *In every PCS student's time at PCS, they are going to have rough patches, sometimes more severe, sometimes just little moments of doubt. What people have to learn to understand (and by the end of senior year, already understand) is that each rough spot affects you in more ways than one and will help in the future. My experience at PCS helped me learn not only academic skills that are paying off in college, but helped me learn who I am as a student and as a person.*
- *I loved my time at PCS and built some of my strongest friendships there. I was also asked to think critically in a way that really benefited me in college. I often found my PCS classes more engaging and challenging than a number of my college classes. The dedication of the teachers really meant a lot to me and they continued to be my inspiration throughout college. They taught me to dream big and to hold myself to a high standard. Because of the preparation I got at PCS and the workload I could handle, I was able to graduate a year*

early from college.

Admissions Demand

The powerful combination of public recognition, academic achievement, college admissions success, and alumni satisfaction described above has not gone unnoticed in the Santa Cruz community. Demand for admission into PCS has remained steady since 2010. In the most recent lottery (March, 2019) the school received more applications for admission than in any prior year. Over the past five years, the number of lottery applications has considerably exceeded the actual enrollment of the school (625 for 2019, 605 for 2018, 544 for 2017, 554 for 2016, and 623 for 2015).

Thus, Pacific Collegiate School continues to provide an exemplary college preparatory option to the Santa Cruz community. The high expectations established by the PCS program and sustained by its faculty have produced well-supported and high-achieving students, satisfied and capable graduates, and substantial community interest.

CHARTER RENEWAL CRITERIA

Evidence of Meeting Charter Renewal Standards Pursuant to Education Code Section 47607(b) and the California Code of Regulations, Title 5, Section 11966.4(a)(1)

Charter petitions must satisfy at least three requirements to be renewed:

Education Code Section 47607(a)(3)(A) states: “The authority that granted the charter shall consider increases in pupil academic achievement for all groups of pupils served by the charter school as the most important factor in determining whether to grant a charter renewal.”

Such increases are documented below.

AND

Education Code Section 52052(f) states: “For purposes of paragraphs (1) to (3), inclusive, of subdivision (b) of Section 47607, alternative measures that show increases in pupil academic achievement for all groups of pupils schoolwide and among numerically significant pupil subgroups shall be used.”

The alternative measures that show increases at the Charter School are documented below.

OR

Education Code Section 47607(b)(4) states: “The entity that granted the charter determines that the academic performance of the charter school is at least equal to the academic performance of the public schools that the charter school pupils would otherwise have been required to attend, as well as the academic performance of the schools in the school district in which the charter school is located, taking into account the composition of the pupil population that is served at the charter school.”

This determination, which requires a comparison to other public schools, is documented below.

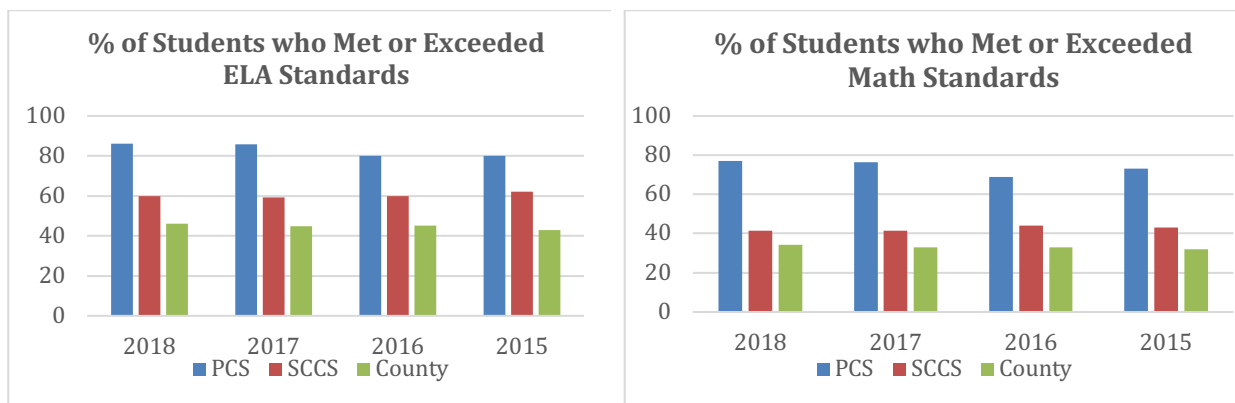
AND

Title 5, California Code of Regulations Section 11966.4(b)(1) states: “When considering a petition for renewal, the district board of education shall consider the past performance of the school's academics, finances, and operation in evaluating the likelihood of future success, along with future plans for improvement, if any.”

This requirement is met through the documentation presented in the charter renewal petition and appendices.

The following shall serve as documentation confirming that Pacific Collegiate School exceeds the statutory criteria required for renewal as set forth in Education Code Section 47607(a)(3)(A), 52052(f), 47607(b)(4) (Also see **Appendix A: Student Performance Data** and **Appendix B: California Dashboard Data Reports**)

- Pacific Collegiate School has consistently met or exceeded California school performance expectations, as reflected by CAASPP English Language Arts and Mathematics scores.



- Pacific Collegiate School students as a whole, and those in statistically significant subgroups (White and Hispanic/Latino) consistently perform at or well above grade level peers attending Santa Cruz area schools on CAASPP English Language Arts and Mathematics assessments.

ELA	% of Students who Met or Exceeded Standard – 11 th Grade					
	PCS		SCHS		SC County	
Year	White	Hispanic/ Latino	White	Hispanic/ Latino	White	Hispanic/ Latino
2018	96.66	69.23	78.72	41.27	74.29	44.89
2017	98.08	80	67.13	42.19	74.03	47.42
2016	68	67	70	42	72	45
2015	82	66	81	51	65	27

Math	% of Students who Met or Exceeded Standard – 11 th Grade					
	PCS		SCHS		SC County	
Year	White	Hispanic/ Latino	White	Hispanic/ Latino	White	Hispanic/ Latino
2018	86.21	76.93	56.34	24.62	45.31	15.7
2017	92.31	60	46.53	26.99	44.37	15.68
2016	70	78	53	38	45	16
2015	91	*	65	24	48	14

ELA	% of Students who Met or Exceeded Standard – 8 th Grade					
	PCS		SCCS		SC County	
Year	White	Hispanic/ Latino	White	Hispanic/ Latino	White	Hispanic/ Latino
2018	79.78	*	73.26	35.42	65.45	31.64
2017	86.96	88.23	73.39	23.84	67.75	29.04
2016	84	77	80	41	67	29
2015	83	50	72	38	69	30

Math	% of Students who Met or Exceeded Standard – 8 th Grade					
	PCS		SCCS		SC County	
Year	White	Hispanic/ Latino	White	Hispanic/ Latino	White	Hispanic/ Latino
2018	66.2	*	73.26	22.92	52.6	17.44
2017	68.11	64.71	61.83	17.29	51.09	15.35
2016	61	69	67	26	54	19
2015	71	42	65	28	55	20

ELA	% of Students who Met or Exceeded Standard – 7 th Grade					
	PCS		SCCS		SC County	
Year	White	Hispanic/ Latino	White	Hispanic/ Latino	White	Hispanic/ Latino
2018	90.57	81.25	82.69	40.43	75.23	33.67
2017	77.15	*	73.96	40.27	67.37	29.67
2016	86	80	76	30	73	30
2015	79	72	74	32	68	28

Math	% of Students who Met or Exceeded Standard – 7 th Grade					
	PCS		SCCS		SC County	
Year	White	Hispanic/ Latino	White	Hispanic/ Latino	White	Hispanic/ Latino
2018	86.31	56.25	64.33	26.35	59.55	19.35
2017	75.71	*	66.32	27.15	55.53	17.87
2016	85	80	70	23	59	17
2015	69	64	62	23	55	29

- Pacific Collegiate School graduates consistently demonstrate College and Career Readiness as one component of California Accountability System (Class of 2018: 76.2%, Class of 2017: 87%, Class of 2016: 88.7%)
- Pacific Collegiate School maintains an outstanding 5-year Cohort Graduation Rate (97.4%).

Analysis of Charter Renewal Criteria – Schoolwide Performance

Therefore, Pacific Collegiate School has exceeded the charter renewal standards of Education Code Section 47607(b) and should be granted a five-year charter renewal term pursuant to Education Code Section 47607(a)(1).

Analysis of Charter Renewal Criteria – Student Subgroup Performance

Education Code Section 47607(a)(3) states:

The authority that granted the charter shall consider increases in pupil academic achievement for all groups of pupils served by the charter school (defined as “a numerically significant pupil subgroup, as defined by paragraph (3) of subdivision (a) of Section 52052.” EC §47607(a)(3)(B)) as the most important factor in determining whether to grant a charter renewal.

Thus, Pacific Collegiate School’s outstanding student subgroup performance further solidifies its renewal status under Education Code Section 47607(a)(4).

ELEMENT A: EDUCATIONAL PROGRAM

Governing Law: The educational program of the charter school, designed, among other things, to identify those whom the charter school is attempting to educate, what it means to be an "educated person" in the 21st century, and how learning best occurs. The goals identified in that program shall include the objective of enabling pupils to become self-motivated, competent, and lifelong learners. Education Code Section 47605(b)(5)(A)(i).

Governing Law: The annual goals for the charter school, for all pupils and for each subgroup of pupils identified pursuant to Section 52052, to be achieved in the state priorities, as described in paragraphs (2) to (8), inclusive, of subdivision (d) of Section 52060, that apply for the grade levels served by the charter school, and specific annual actions to achieve those goals. A charter petition may identify additional school priorities, the goals for the school priorities, and the specific annual actions to achieve those goals. Education Code Section 47605(b)(5)(A)(ii).

Governing Law: If the proposed charter school will serve high school pupils, the manner in which the charter school will inform parents about the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements. Courses offered by the charter school that are accredited by the Western Association of Schools and Colleges may be considered transferable and courses approved by the University of California or the California State University as creditable under the "A" to "G" admissions criteria may be considered to meet college entrance requirements. Education Code Section 47605(b)(5)(A)(iii).

MISSION AND VISION

Pacific Collegiate School's mission is to provide exemplary, standards-based college preparatory and fine arts education for public middle and high school students. Our vision is to offer any student the same quality of education offered by the most academically distinguished schools in California. Our graduates will be prepared to enter and thrive at the world's finest colleges and universities.

In addition to a core college preparatory curriculum, Pacific Collegiate School emphasizes international, cross-cultural, and technological education in order to prepare graduates for life in the 21st Century. Pacific Collegiate School students will be introduced to the rich variety of world cultures and become fluent in at least one world language. They will become proficient in the basic information technologies essential for cultural literacy in the 21st Century.

TARGET POPULATION

Our target population is middle and high school-age students who seek an exemplary, standards-based college preparatory and fine arts education. Our pupil population reflects those interested

in attending a small school with high expectations. Current enrollment for the 2019-2020 school year is at 543 students. Projected enrollment for the 2020-2021 school year will be 604 students, based solely on the current use permit for the facility at 3004 Mission Street (see additional information in the Miscellaneous Provisions section of this charter regarding Facilities.)

EDUCATIONAL STRATEGY

Pacific Collegiate School, a site-based school, believes that most students, not just a few, are capable of a demanding, rigorous and relevant college preparatory high school education. The keys to drawing the best from every student are the following:

High expectations

Students respond to the expectations of their peers and of the adults around them. Pacific Collegiate School sets high expectations for all students in terms of workload, behavior, and educational results. Drawing the best from every student takes immense effort from the teachers, parents/guardians, and students, but the results are well worth the effort.

A Small School Community

The considerable advantage of small schools has been much researched and well documented. Students at PCS are known well by their teachers, staff and peers, and receive individual attention. Maintaining a community of scale is one of the defining elements of PCS.

Applications for admission to PCS far exceed the school's capacity. The wait-list has grown every year since the last charter term. We continue to consider opportunities to meet the high demand for a PCS education.

Small Class Size

In addition to the advantages of a small school, small class size allows the individualized attention that is the essential complement of high expectations. As a charter school, Pacific Collegiate School has the flexibility to spend more of its budget on teachers and less on administration and other overhead costs, which is how we can afford to reduce class size. Keeping class sizes smaller than conventional schools is one of the identifying characteristics of PCS.

How Learning Best Occurs

How learning best occurs is very dependent on the student. There is no one best method that works for all. For some students the stronger sense of community in a small school fosters the best learning. The increased accountability and potential for individualized attention that comes with a small school gives students an advantage. The establishment of high expectations for all students also contributes to student achievement and success.

What Does It Mean To Be An Educated Person In The 21st Century?

The academic program at PCS is rooted in the determination that our students must be prepared for a globalized world, one wherein tools and skills acquired today can be utilized to solve problems as yet unperceived, with concepts as yet undeveloped. Educating students for the 21st century demands that schools establish a respectful dialogue between teachers and students, that they institute relevant curricula, that they set high expectations, and that they employ technologies for use both in and beyond the classroom walls.

In preparation for a full life in the 21st century, Pacific Collegiate School seeks to teach its students how to think, not what to think; it encourages students to ask the questions that will continue their learning throughout life rather than settling for the old responses of the past that would inhibit it.

Goals for Student Learning

One of the goals of Pacific Collegiate School is enabling pupils to become self-motivated, competent, and lifelong learners. Regular and varied formative assessments provide frequent feedback and opportunity for improvement. Developmentally-appropriate learning skills and concepts, opportunities for in-depth exploration, community service and connections, and alignment with UC/CSU admissions criteria and with post-secondary options are the core of our academic approach. (See additional goals in Element B: Measurable Pupil Outcomes.)

In addition, Pacific Collegiate School identifies the following Student Learning Outcomes for all graduates:

1. PCS graduates will be self-motivated, enthusiastic, life-long learners who:
 - a. Make connections between academic study and the world in which they live.
 - b. Demonstrate skill in and passion for the arts, science, humanities, and technology.
 - c. Are able to read and comprehend a wide range of texts, both literary and non-literary.
 - d. Make connections and discriminates between different areas of study.
 - e. Are keen to pursue further study beyond PCS.
2. PCS graduates will be critical and independent thinkers who:
 - a. Are able to read critically, sort through information and develop a well-informed opinion.
 - b. Derive larger meanings from disparate sources.
 - c. Use step-by-step problem-solving skills in everyday life.

3. PCS graduates will be academically accountable individuals who:
 - a. Are well organized and can balance academic success with outside interests.
 - b. Meet deadlines and requirements.
 - c. Work well independently and in groups.
 - d. Recognize their strengths and seeks to develop them.
 - e. Are able to identify weaknesses and seek appropriate means for improvement.

4. PCS graduates will be responsible members of their community who:
 - a. Demonstrate respect for individuals.
 - b. Demonstrate the ability to work cooperatively and collaboratively with others.
 - c. Make equitable and substantial contributions to the community.
 - d. Demonstrate respect for their environment.
 - e. Exhibit civic responsibility by participating in volunteerism/community service.

GOALS AND ACTIONS TO ACHIEVE THE STATE PRIORITIES

Pursuant to Education Code Section 47605(b)(5)(A)(ii), the following is a table describing the Charter School's annual goals to be achieved in the state priorities schoolwide and for all pupil subgroups, as described in Education Code Section 52060(d), and specific annual actions to achieve those goals.

Local Control and Accountability Plan

The Charter School will produce a Local Control and Accountability Plan using the LCAP template adopted by the State Board of Education pursuant to Education Code Section 47606.5. The Charter School shall submit the LCAP to the County Superintendent of Schools annually on or before July 1, as required by Education Code Section 47604.33.

The LCAP and any revisions necessary to implement the LCAP shall not be considered a material revision to the charter, and shall be maintained by the Charter School at the school site.

Because each state priority has multiple parts, in order to align with the goals and annual actions to these multiple parts of each state priority, the Charter School has separated out the state priorities into "sub-priorities."

STATE PRIORITY #1— BASIC SERVICES

The degree to which teachers are appropriately assigned (E.C. §44258.9) and fully credentialed, and every pupil has sufficient access to standards-aligned instructional materials (E.C. § 60119), and school facilities are maintained in good repair (E.C. §17002(d))

SUBPRIORITY A – TEACHERS	
GOAL TO ACHIEVE SUBPRIORITY	100% of teachers will hold a valid CA Teaching Credential, or be in progress toward credential aligned to their teaching assignment.
ACTIONS TO ACHIEVE GOAL	Support and provide guidance for teachers on Provisional Internship Permits and Short-term Staff Permits to enter credential programs in a timely fashion. Support teachers with a Preliminary Credential via induction program. Teachers will have opportunity to participate in release days to support ongoing learning.
SUBPRIORITY B – INSTRUCTIONAL MATERIALS	
GOAL TO ACHIEVE SUBPRIORITY	100% of students, including first-to-college, Hispanic/Latino, and all other subgroups, will have access to standards-aligned materials and additional instructional materials. All students and student subgroups will have equitable access to curriculum, including AP courses.
ACTIONS TO ACHIEVE GOAL	All instructional materials purchased will be aligned to CA Common Core State Standards and aligned with our charter petition. Continue to provide all students to access to AP courses and curriculum.
SUBPRIORITY C – FACILITIES	
GOAL TO ACHIEVE SUBPRIORITY	Maintain school facilities in good repair to ensure the safety of all students. Maintain a facilities inspection rating of over 90%.
ACTIONS TO ACHIEVE GOAL	Daily general cleaning by custodial staff and partnership with Parent Volunteer Association to conduct monthly campus beautification/work days. Monthly and annual reviews of various facility requirements. Meet all school safety standards and perform annually required drills and safety inspections.
<u>STATE PRIORITY #2— IMPLEMENTATION OF COMMON CORE STATE STANDARDS</u> <i>Implementation of Common Core State Standards, including how EL students will be enabled to gain academic content knowledge and English language proficiency</i>	
SUBPRIORITY A – CCSS IMPLEMENTATION	
GOAL TO ACHIEVE SUBPRIORITY	All teachers of core classes will align curriculum to the CCSS.
ACTIONS TO ACHIEVE GOAL	Release/extra time will be provided to departments to develop and align curriculum and attend training related to CCSS.
SUBPRIORITY B – EL STUDENTS & ACADEMIC CONTENT KNOWLEDGE	
GOAL TO ACHIEVE SUBPRIORITY	100% of EL students will gain academic content knowledge through the implementation of CCSS.
ACTIONS TO ACHIEVE GOAL	EL students will participate in mainstream ELA/Literacy instruction; additional support will be provided by designated staff (ELL Instructional Assistant and Academic Support Specialist).
SUBPRIORITY C – EL STUDENTS & ENGLISH LANGUAGE PROFICIENCY	
GOAL TO ACHIEVE SUBPRIORITY	100% of EL students will gain English Language proficiency. 100% of Reclassified Fluent English Proficient students will receive ongoing academic support to ensure academic success for at least four years after reclassification.

ACTIONS TO ACHIEVE GOAL	EL students will receive additional targeted language instruction in alignment with California ELA/ELD Framework until they achieve fluency.
STATE PRIORITY #3— PARENTAL INVOLVEMENT	
<i>Parental involvement and family engagement, including efforts the Charter School makes to seek parent input in making decisions for the Charter School, and including how the Charter School will promote parental participation in programs for unduplicated pupils and individuals with exceptional needs</i>	
SUBPRIORITY A – ACHIEVING/MAINTAINING PARENTAL INVOLVEMENT	
GOAL TO ACHIEVE SUBPRIORITY	Maintain parent representation on the Charter School Governing Board, committees and working groups, including representation of parents/guardians of students who are first-to-college, Hispanic/Latino, and/or any other subgroups.
ACTIONS TO ACHIEVE GOAL	The Governing Board has a general policy of interviewing all interested parent directors. The Governing Board has a strong continuing track record of parent representation. School will recruit parent/guardian representation through school communications, maintain regular meeting schedules, and intentionally seek representatives from parents/guardians of students who are first-to-college, Hispanic/Latino, and/or any other subgroups.
SUBPRIORITY B – PROMOTING PARENT PARTICIPATION	
GOAL TO ACHIEVE SUBPRIORITY	Increase parental volunteerism, attendance at parent and community events, and provide input to school. Increase diversity of parents participating in volunteer, parent education, and community events.
ACTIONS TO ACHIEVE GOAL	School will seek to increase participation via school communications, regular meeting schedules, and through outreach and programming focused on the needs of students who are first-to-college, Hispanic/Latino, and/or any other subgroups. School will continue to monitor participation via parent surveys, rosters and attendance records for PVA and other school committees, participation in PVA sponsored Parent Education and grade level events, monthly campus work days, annual welcome back BBQ, tracking of parent volunteer hours.
SUBPRIORITY C – PROMOTING PARENT PARTICIPATION FOR UNDUPLICATED STUDENTS AND STUDENTS WITH EXCEPTIONAL NEEDS	
GOAL TO ACHIEVE SUBPRIORITY	Increased participation in parent education and community events by the families of unduplicated students, English Learners, and students with special needs. Provide input to school specific to programs for these students.
ACTIONS TO ACHIEVE GOAL	Mentoring program pairing new FTC families with experienced PCS FTC families, FTC parent education programs (e.g. College and Financial Aid Information geared toward FTC families), targeted surveys and focus group input opportunities for families of students with special needs, 504 Plans, English Learners, and other unduplicated students

STATE PRIORITY #4— STUDENT ACHIEVEMENT

Pupil achievement, as measured by all of the following, as applicable:

- A. California Assessment of Student Performance and Progress statewide assessment*
- B. Percentage of pupils who have successfully completed courses that satisfy UC/CSU entrance requirements, or career technical education*
- C. Percentage of ELs who make progress toward English language proficiency as measured by the English Language Proficiency Assessments for California (ELPAC)*
- D. EL reclassification rate*
- E. Percentage of pupils who have passed an AP exam with a score of 3 or higher*
- F. Percentage of pupils demonstrating College and Career Readiness, as reflected in California's accountability system*

SUBPRIORITY A – CAASPP: ELA/LITERACY AND MATHEMATICS

GOAL TO ACHIEVE SUBPRIORITY	75% of students at every applicable grade level, including all student subgroups, score proficient or higher on the CAASPP statewide assessment in the areas of English Language Arts/Literacy and Mathematics. First to college students and Hispanic/Latino students will perform comparably to general student population.
ACTIONS TO ACHIEVE GOAL	Classroom instruction and environment conducive to student learning of CCSS aligned curriculum. Meaningful use of instructional technology to enhance student learning. FTC academic support including tutoring, parent education, peer-to-peer network, academic support team.

SUBPRIORITY B – UC/CSU COURSE REQUIREMENTS

GOAL TO ACHIEVE SUBPRIORITY	100% of PCS graduates, including all student subgroups, will satisfy the UC/CSU course requirements.
ACTIONS TO ACHIEVE GOAL	Graduation requirements meet or exceed UC/CSU A-G requirements. Counselors will meet with students regularly to review transcripts and plan coursework.

SUBPRIORITY C – EL PROFICIENCY RATES

GOAL TO ACHIEVE SUBPRIORITY	100% EL students will advance at least one performance level per the ELPAC each academic year.
ACTIONS TO ACHIEVE GOAL	EL students will receive in-class instructional support which includes 1:1 teacher support, 1:1 teacher assistant support, small group work, usage of SDAIE and ELD instructional strategies.

SUBPRIORITY D – EL RECLASSIFICATION RATES

GOAL TO ACHIEVE SUBPRIORITY	EL students will be reclassified as Fluent English Proficient and perform at grade level on the CAASPP statewide assessment.
ACTIONS TO ACHIEVE GOAL	100% EL students will receive in-class instructional support which includes 1:1 teacher support, 1:1 teacher assistant support, small group work, usage of SDAIE and ELD instructional strategies.

SUBPRIORITY E – AP EXAM PASSAGE RATE

GOAL TO ACHIEVE SUBPRIORITY	75% of AP Exams taken by PCS students will earn a score of 3, 4 or 5, including first-to-college, Hispanic/Latino, and all other subgroups.
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ACTIONS TO ACHIEVE GOAL	PCS will provide well qualified teachers for all AP Classes and will provide support and training opportunities for these teachers, including best practices for supporting diverse students' needs.
SUBPRIORITY F – COLLEGE READINESS	
GOAL TO ACHIEVE SUBPRIORITY	100% of PCS graduates will satisfy the UC/CSU course requirements, including first-to-college, Hispanic/Latino, and all other subgroups. 90% of all students, including first-to-college, Hispanic/Latino, and all other subgroups, will participate in PSAT/SAT/ACT preparation courses free of charge. All students, including first-to-college, Hispanic/Latino, and all other subgroups, will have the opportunity to participate in college-preparatory research (e.g. Ethics and Evil, Current Issues, Capstone Projects).
ACTIONS TO ACHIEVE GOAL	Offer a rigorous college preparatory curriculum that requires students to take A-G courses. School will subsidize cost of test preparation courses for all students, including first-to-college, Hispanic/Latino, and all other subgroups. School will schedule sufficient sections of test prep and college-preparatory research opportunities to accommodate all interested students, and advertise these opportunities to all families. AP test fees will be subsidized for students eligible for Free and Reduced-Price Meals.
<u>STATE PRIORITY #5— STUDENT ENGAGEMENT</u> <i>Pupil engagement, as measured by all of the following, as applicable:</i> <ul style="list-style-type: none"> A. School attendance rates B. Chronic absenteeism rates C. Middle school dropout rates (EC §52052.1(a)(3)) D. High school dropout rates E. High school graduation rates 	
SUBPRIORITY A – STUDENT ATTENDANCE RATES	
GOAL TO ACHIEVE SUBPRIORITY	PCS will maintain a 95% ADA rate for both junior high and high school students, including first-to-college, Hispanic/Latino, and all other subgroups.
ACTIONS TO ACHIEVE GOAL	Increase monitoring and communication with parents of chronically absent students to decrease truancy.
SUBPRIORITY B – STUDENT ABSENTEEISM RATES	
GOAL TO ACHIEVE SUBPRIORITY	Students will not have more than 10 absences in any school year.
ACTIONS TO ACHIEVE GOAL	Parents will be informed of chronic absences as specified in the PCS Attendance Policy. Vice Principal will meet with parents of chronically absent students.
SUBPRIORITY C – MIDDLE SCHOOL DROPOUT RATES	
GOAL TO ACHIEVE SUBPRIORITY	PCS will promote 95% of 7 th and 8 th grade students.
ACTIONS TO ACHIEVE GOAL	PCS will offer an academically engaging learning environment and academic support for all its students.
SUBPRIORITY D – HIGH SCHOOL DROPOUT RATES	

GOAL TO ACHIEVE SUBPRIORITY	PCS will promote 95% of 9 th -11 th grade students.
ACTIONS TO ACHIEVE GOAL	PCS will offer an academically engaging learning environment and academic support for all its students.
SUBPRIORITY E – HIGH SCHOOL GRADUATION RATES	
GOAL TO ACHIEVE SUBPRIORITY	95% of PCS 12 th grade students will graduate.
ACTIONS TO ACHIEVE GOAL	PCS will offer academic support and guidance for students at all grade levels.
<u>STATE PRIORITY #6— SCHOOL CLIMATE</u>	
<i>School climate, as measured by all of the following, as applicable:</i>	
<i>A. Pupil suspension rates</i> <i>B. Pupil expulsion rates</i> <i>C. Other local measures, including surveys of pupils, parents, and teachers on the sense of safety and school connectedness</i>	
SUBPRIORITY A – PUPIL SUSPENSION RATES	
GOAL TO ACHIEVE SUBPRIORITY	PCS will maintain an annual suspension rate of less than 2%.
ACTIONS TO ACHIEVE GOAL	PCS will maintain clear behavior guidelines and promote a culture of respect.
SUBPRIORITY B – PUPIL EXPULSION RATES	
GOAL TO ACHIEVE SUBPRIORITY	PCS will maintain an annual expulsion rate of less than 1%
ACTIONS TO ACHIEVE GOAL	PCS will maintain clear behavior guidelines and promote a culture of respect.
SUBPRIORITY C – OTHER SCHOOL SAFETY AND SCHOOL CONNECTEDNESS MEASURES (SURVEYS)	
GOAL TO ACHIEVE SUBPRIORITY	PCS students and staff will adhere to the school safety plan.
ACTIONS TO ACHIEVE GOAL	Students and staff (certificated and classified) will participate in Earthquake, Fire and Lockdown drills twice annually. CPR training will be available annually to all certificated staff. PCS students will be engaged in opportunities to learn about positive behavior and school climate.
GOAL TO ACHIEVE SUBPRIORITY	90% of students eligible to use Free and Reduced-Price Meal (FRPM) program will participate.
ACTIONS TO ACHIEVE GOAL	Communication and direct outreach to ensure eligible families are aware of FRPM program and how to enroll.
<u>STATE PRIORITY #7— COURSE ACCESS</u>	
<i>The extent to which pupils have access to, and are enrolled in, a broad course of study, including programs and services developed and provided to unduplicated students (classified as EL, FRPM</i>	

<p><i>eligible, or foster youth; E.C. §42238.02) and students with exceptional needs.</i></p> <p><i>“Broad course of study” includes the following, as applicable:</i></p> <p><i>Grades 1-6: English, mathematics, social sciences, science, visual and performing arts, health, physical education, and other as prescribed by the governing board. (E.C. §51210)</i></p> <p><i>Grades 7-12: English, social sciences, world language(s), physical education, science, mathematics, visual and performing arts, applied arts, and career technical education. (E.C. §51220(a)-(i))</i></p>	
GOAL TO ACHIEVE SUBPRIORITY	PCS students, including all subgroups, unduplicated students, and students with exceptional needs, will have access to the academic program as outlined in the PCS charter.
ACTIONS TO ACHIEVE GOAL	All academic content areas will be available to all students, including student subgroups, at all grade levels.
GOAL TO ACHIEVE SUBPRIORITY	Students will receive instruction and opportunities to build technology skills in designated courses and across the curriculum. All students will have access to technology and devices to support optimal learning conditions.
ACTIONS TO ACHIEVE GOAL	All 7 th grade students will be enrolled in a technological literacy course (Study Skills and Technology). School will continue to offer multiple sections of computer science, SSTech, and incorporate technology-based instruction across the curriculum. School will maintain adequate number of devices for student use to support technology integration in learning.
<p>STATE PRIORITY #8—OTHER STUDENT OUTCOMES</p> <p><i>Pupil outcomes, if available, in the subject areas described above in #7, as applicable.</i></p>	
SUBPRIORITY A – ENGLISH	
GOAL TO ACHIEVE SUBPRIORITY	<p>All students, including all student subgroups, unduplicated students, and students with exceptional needs, will demonstrate grade level proficiency in English Language Arts/Literacy.</p> <p>All students will take AP English Language during 11th grade or AP English Literature during 12th grade.</p>
ACTIONS TO ACHIEVE GOAL	All students at PCS will participate in a rigorous vertically aligned English curriculum which will culminate in students taking AP English Language in 11 th grade and/or AP English Literature in 12 th grade. At each level students will focus on writing, reading, discussion, and vocabulary.
SUBPRIORITY B – MATHEMATICS	
GOAL TO ACHIEVE SUBPRIORITY	<p>All students, including all student subgroups, unduplicated students, and students with exceptional needs, will demonstrate grade level proficiency in Mathematics.</p> <p>100% of PCS graduates will meet or exceed the UC/CSU entrance requirements for Mathematics.</p>
ACTIONS TO ACHIEVE GOAL	All students will participate in a rigorous, vertically aligned curriculum designed to prepare students for AP level mathematics by the 12 th grade.
SUBPRIORITY C – SOCIAL SCIENCES	
GOAL TO ACHIEVE SUBPRIORITY	All students, including all student subgroups, unduplicated students, and students with exceptional needs, will demonstrate grade level skills and content knowledge in World History and US History.

	All PCS students will complete AP World History and AP US History.
ACTIONS TO ACHIEVE GOAL	All PCS students will participate in a curriculum that is global in its approach and grounded in a chronological study of human activities from ancient times to the present. This includes a three-year World History sequence culminating in AP World History.
SUBPRIORITY D – SCIENCE	
GOAL TO ACHIEVE SUBPRIORITY	<p>All students, including all student subgroups, unduplicated students, and students with exceptional needs, will demonstrate grade level skills and content knowledge in the appropriate science class.</p> <p>All PCS graduates will have taken Biology, Chemistry and Physics.</p> <p>75% of 8th and 11th grade students will meet or exceed standards on California Science Test (CAST).</p> <p>100% of PCS students will complete at least one AP lab-based course in the Sciences.</p>
ACTIONS TO ACHIEVE GOAL	All PCS students will participate in a rigorous Science curriculum that focuses on hands on learning and critical thinking. While challenging, this curriculum is designed with the belief that all students can be successful.
SUBPRIORITY E – VISUAL AND PERFORMING ARTS	
GOAL TO ACHIEVE SUBPRIORITY	100% of PCS students will take at least 3 years of Visual and performing arts during 9 th -12 th grade.
ACTIONS TO ACHIEVE GOAL	PCS will offer a rich and varied Visual and performing arts curriculum that includes classes in visual arts, drama, choir, dance, and instrumental music.
SUBPRIORITY F – WORLD LANGUAGES	
GOAL TO ACHIEVE SUBPRIORITY	100% of PCS students will take a minimum of 3 years of a single World language.
ACTIONS TO ACHIEVE GOAL	PCS will offer four-year programs in at least four languages, with the 4 th year being an AP Course.

Parent Notification of Course Eligibility for College and Transfer Units

All of Pacific Collegiate School's high school courses meet state standards, are a-g approved and UC/CSU certified for college entry requirements, as indicated in our course catalog, which is posted on the PCS website.

For any student transferring out of PCS, parents will be notified in writing of the transferability of courses completed by the student as part of the exit procedure.

The Western Association of Schools and Colleges Accrediting Commission for Schools provided Pacific Collegiate School with a six-year Certificate of Accreditation, which extends through June 30, 2021. We have every expectation that our accreditation with WASC will be extended through June 30, 2027 when we review our progress with them in the spring of 2021.

Curriculum

The distinctiveness of our program lies in its high academic and behavioral expectations, small school environment, and small class size. The curriculum is challenging and relevant, and technology plays an integral role, supplementing curricular access and helping to improve productivity and communication. From the school's earliest days, student outcomes have demonstrated the positive impact of a concentration on rigor; this charter term will continue to place increased emphasis on academic challenge combined with relevance both within and among courses, thus providing regular opportunities for connecting the curriculum with the outside world.

In its twenty-year history, Pacific Collegiate School has developed a curriculum guided by five organizing principles:

1. Coherent content
2. Integration and coordination within the humanities, especially English and history
3. Integration of the sciences and mathematics
4. International and cross-cultural focus, including the study of world languages
5. Integration of Visual and performing arts

We believe that virtually all students are capable of taking and passing Advanced Placement ("AP") exams if the students are in a climate where that is expected of them, and they are given sufficient support to achieve this goal.

In each field, we want students to be prepared to take and pass AP exams; preparation and study skill development is therefore an essential component of curriculum in earlier grades.

The vertical course alignment at PCS provides for important academic advantages for both less prepared and more prepared students. For students who are less academically ready entering PCS, the curriculum and academic support services are specifically designed to build to success in the high school curriculum and the AP courses. For students who are initially more prepared for the PCS curriculum series, the integration of these grades into one school allows them to begin more challenging coursework prior to entering the high school grades.

Graduation Requirements

<u>PACIFIC COLLEGIATE</u> <u>REQUIREMENTS</u> 220 units, 22 courses (Grades 9-12)	<u>UC a-g REQUIREMENTS</u>
ENGLISH – 4 years (40 credits), including AP English Language or AP English Literature	ENGLISH – 4 years (must be grades 9-12)
MATH – 3 years (30 credits), Algebra 1, 2, and Geometry	MATH – 3 years (Algebra 1+) (4 recommended)
SCIENCE – 3 years (lab science) (30 credits), including at least one lab-based AP science course	SCIENCE – 2 years (lab science)
HISTORY – 3 years (30 credits), including AP U.S. History, AP World History	HISTORY – 2 years
WORLD LANGUAGE – 3 years (30 credits) or through level 3	WORLD LANGUAGE – 2 years
FINE ARTS – 3 years (30 credits)	FINE ARTS – 1 year
ELECTIVES – 3 years (30 credits)	COLLEGE PREP. ELECTIVES – 2 years

A Typical 6-Year Course Sequence (22 courses from grades 9-12 with (*) indicating courses required for graduation)

Subject	HS Graduation Requirements	Grade 7	Grade 8	Grade 9	Grade 10	Grade 11	Grade 12
English	4 years, taken grades 9-12	English 7*	English 8*	English 9*	English 10*	*One of: AP English Lang. or Honors American Lit.	AP English Literature* or Honors American Literature
History	3 years, taken grades 9-12	History 7*	History 8*	History 9*	AP World History*	AP US History*, Rhetoric & Oratory, History Elective	
Science	3 years lab science, taken grades 9-12, including one year each of Biology, Physics, and Chemistry. At least one AP Science course.	Science 7	Science 8	Biology*	Chemistry*	Physics* or AP Physics 1*	One or two of: AP Biology AP Environmental Science AP Physics 1 AP Physics 2 AP Physics C AP Chemistry
Math	3 years of math (including one year each of Alg.I, Alg.II, Geometry)	Pre-Algebra*, Algebra 1, Algebra 2	Algebra I or Algebra 2 or Geometry	Algebra 1, 2*, Geometry*, Honors Pre-Calculus*	Algebra 1*, 2*, Geometry*, Honors Pre-Calculus*, AP Calculus BC	Algebra 2*, Geometry*, Honors Pre-Calculus*, AP Calculus*, AP Statistics*, AP Computer Science*	Geometry*, Honors Pre-Calculus, Honors, AP Computer Science A, AP Calculus BC, AP Statistics, Intro to Engineering, Adv. Computer Science Honors
VPA	3 years of any visual or performing art, taken in grades 9-12*	One of: Perform. Arts 7 Art 1 Music 1	One of: Drama 1 Art 1, 2 Music 1 & 2 Chorus Dance Studies	*One of: Drama 1, 2 Chorus Adv. Choir Art 1, 2, 3 Video Production Dance Studies Graphic & Digital Arts 1 2-D Design Music 1,2,3	*One of: Drama 1,2,3 Chorus, Adv. Choir Dance Studies Art 1, 2, 3 Studio Art Video Production Graphic & Digital Arts 2-D Design Music 1,2,3 AP Music Theory	*One or two of: Drama 1,2,3 Chorus, Adv. Choir Dance Studies Art 1, 2, 3 Studio Art Video Production Graphic & Digital Arts 2-D Design Music 1,2,3 AP Music Theory AP Art History	
World Language	3 years of the same language* (any grade level)	World Language level 1*	World Language level 1*, 2*	World Language level 1*, 2* or 3*	World Language level 1*,2*, 3*, 4 or AP	World Language level 1*,2*, 3*, 4 or AP	World Language level 1,2, 3*, 4 or AP
College-Prep Elective	3 years of electives*	Study Skills - Technology					

*Required Courses of the 220 units required in grades 9-12 for graduation

Bold: Required for UC a-g

Curriculum Integration

PCS emphasizes the integration of academic materials between subject areas, and as such, curricula at the school is both vertically and horizontally aligned. Departments continually work to refine vertical integration of curriculum with respect to both content and skills, and grade levels meet to discuss horizontal alignment on a monthly basis. Syllabi of various courses are planned to be complementary and reinforcing.

The English and History departments at Pacific Collegiate School are fundamentally oriented towards horizontal alignment. Additionally, the Math and Science departments work together weekly to improve students' understanding of related concepts and have integrated topic coverage for optimal timing and preparation. Further, Math history is laddered into many topics for relevance. The Visual and Performing Arts and World Language department teachers regularly collaborate with other departments to afford students an opportunity to connect curriculum across subject areas. For instance, collaborations have occurred between the AP World History course and Spanish 3 as students studied historical figures such as Juan and Eva Peron, and students in Latin are exposed to grammatical terminology that is purposefully aligned with the terminology used in English 7, 8 and 9.

The current course offerings at Pacific Collegiate School are set forth below. Our 2019-20 Master Schedule is included in **Appendix C**.

<u>English</u> English 7, American Literature English 8, Ancient World Literature English 9, Medieval World Literature English 10, Modern World Literature AP English Language AP English Literature American Literature Study Skills & Technology Journalism Rhetoric and Oratory	<u>World Languages</u> Chinese 1, 2, 3, 4/AP French 1, 2, 3, 4 / AP Latin 1, 2, 3, AP Spanish 1, 2, 3, AP
<u>History</u> History 7, U.S. History History 8, Ancient World History History 9, Medieval World History AP World History AP U.S. History AP U.S. Government and Politics & Constitutional Law Ethics & Evil Current Issues	<u>Visual Arts</u> Art 1 Art 2 Art 3 Graphic and Digital Arts Studio Art AP Studio Art AP Art History

<u>Science</u> Seventh Grade Life Science Eighth Grade Physical Science Biology Chemistry Physics or AP Physics 1 AP Biology AP Chemistry AP Physics 1 AP Physics 2 AP Physics C AP Environmental Science	<u>Performing Arts</u> Drama 1 – Beginning Drama 2 – Intermediate Drama 3 – Advanced Video Production Dance Studies
<u>Mathematics</u> Pre-Algebra Algebra 1 Algebra 2 Geometry Pre-Calculus Honors AP Statistics AP Calculus AP Computer Science A Advanced Computer Science Multivariable Calculus Intro to Engineering	<u>Music</u> Music 1 – Beginning Instrumental Music 2 – Intermediate Instrumental Music 3 – Advanced/Symphonic Music 3 – Advanced/Jazz Chorus Advanced Chorus AP Music Theory

Subject Area Discussion

English

Each year, students will read, discuss, and write about works of literature which are thematically linked with their history course, except in 12th grade. Plays will be read aloud and performed as reader's theater, and students will learn to give formal speeches as well as to participate effectively in discussions. The primary writing emphasis is on developing coherent, articulate expository essays. Instruction in grammar is integrated with writing assignments, which are related to the literature being studied. Students write on a variety of topics, and in a number of genres, including poetry, letters, and journals. Compositions are carefully and promptly evaluated, and students learn how to correct and revise their work. Each year, students build academic vocabulary through a supplementary vocabulary program (currently Vocabulary Workshop) which includes preparation for the PSAT and SAT exams. A Shakespearean play linked to the year's focus is studied each year. Focused note-taking, timed-writing, and reading comprehension are included within each course. All English courses are designed to prepare students to take AP English Language in 11th grade and AP English Literature in 12th grade. Honors American Literature may be substituted for one AP English course in either 11th or 12th grade.

History

The History curriculum at Pacific Collegiate School is global in its approach and grounded in a chronological study of human activities from ancient times to the present. Each course comprises a survey of major movements and events, for which a general text serves to provide a structure, combined with in-depth studies of selected problems or areas of interest with the addition of extra readings and documents. In the 7th and 11th grade, U.S. History courses and in the three-year World History sequence in grades 8 through 10, the History program is linked with literature studied in the English program. Class format includes lectures, class discussion, current events, group study activities, role play and debates, and student presentation of work. At each level, students undertake individual research projects as well as numerous smaller writing assignments. Geography, art history, anthropology, current issues and other fields are integrated into the study of history in all periods.

Mathematics

Students are placed in the appropriate math class as part of the enrollment process using an internally-developed diagnostic tool, as well as teacher recommendations and external test performance. At all levels of instruction, there is attention to the following: judicious use of the graphing calculator including elementary programming; familiarity with a library of elementary functions; obtaining solutions analytically, numerically, and graphically; the development of rigorous mathematical exposition and argument; and applications of mathematical concepts in other courses, especially in science.

The mathematics curriculum at Pacific Collegiate School is designed to prepare students to take AP Calculus B/C by 12th grade. The course sequence includes the following: Pre-Algebra, Elementary Algebra, Advanced Algebra, Euclidean Geometry, Pre-Calculus including Trigonometry, AP Calculus BC and Multivariable Calculus. In addition to the canonical pure mathematics path of study, students may choose from the following electives: AP Statistics, AP Computer Science, Advanced Computer Science and Intro to Engineering. The content of each course follows the recommendations of UC and CSU for academic preparation in mathematics, and the Common Core State Standards.

Science

The science curriculum at Pacific Collegiate School prepares students for AP courses and is integrated with the prerequisite mathematics. AP Biology, AP Chemistry, AP Environmental Science and AP Physics 1, 2 and C are regularly offered and typically taken in 11th or 12th grade.

The 7th and 8th grade science courses are designed as an introduction to all of the fundamental sciences. Life science is the main focus for the 7th grade, and chemistry/physics are covered in 8th grade. These courses are meant to introduce students to the basic scientific concepts as well as basic science methodology. Experimental design and field projects are emphasized and independent science fair projects are required by all 7th and 8th grade students. In these two classes students are also given a basic introduction to computer science and electronics.

The high school level Physics, Chemistry, and Biology follow the recommendation of UC and CSU for academic preparation in the natural sciences as well as providing instruction in all required Next Generation Science Standards. Students are required to take at least one lab-based AP science course. Students aiming for careers in STEM fields are encouraged to take multiple

AP science courses.

World Languages

The World language classes at Pacific Collegiate School (with the exception of Latin) are taught primarily in the target language. The curriculum includes developing oral and auditory competence, as well as reading and writing instruction in the target language. The goal for each level of oral instruction at all levels is 90% use of the target language. We encourage students to take four years of one world language, and it is possible to learn two new languages by graduation, if a student so chooses. Cultural activities and presentations, field trips, and guest presentations throughout the year help students to gain an appreciation of the historical and cultural context of their language of study. Our three-year language requirement increases the confidence and fluency of students, and also raises their profile for college admissions. We use a wide array of assessments to evaluate student progress and proficiency in reading, writing, speaking, and listening in the target language.

Our strategy for language offerings is to offer Spanish, one more European language (currently French), one non-European modern language (currently Mandarin), and one classical language (currently Latin). The specific selections may change over time.

Visual and Performing Arts

Pacific Collegiate School recognizes the importance of the visual and performing arts as creative disciplines that embody a wealth of universal ideas, values, emotions and technologies that are integral parts of our civilization. The visual and performing arts program of Pacific Collegiate School is based upon the concept that the arts are an essential component of a complete education and a requirement for cultural literacy. In concert with the international focus of Pacific Collegiate School, the visual and performing arts program incorporates the contributions of diverse cultural traditions across many time periods.

The visual and performing arts program at Pacific Collegiate School encompasses the visual arts, theater arts, music, and dance. Visual arts instruction is offered in a structured sequence of course work that provides experience with the materials and methods of art in both two- and three-dimensional media. Visual arts courses are based around the completion of an exhibition portfolio. This instruction emphasizes the development of perceptual awareness, the acquisition of a visual and verbal vocabulary related to art, approaches to creative problem solving, and the acquisition and practice of skills leading beyond competency to excellence in a wide variety of expressive media.

The visual and performing arts program promotes investigations into cultural and historical contexts of major art movements, the contributions of diverse cultural traditions, and the concept of aesthetics as it relates to fine art. The theater arts program focuses upon both individual and group performance and writing for the theater. It offers an introduction to the history of theater through investigation of the works of leading playwrights and planned theater productions. The music program involves the students in a rich experience of instrumental and vocal performance. An appreciation for our rich musical heritage and the contributions of composers and musicians is fostered. Opportunities for collaboration through ensemble and individual study are promoted in all arts programs at Pacific Collegiate School.

Concurrent Enrollment and Opportunities for Independent Study

The educational marketplace naturally contains many opportunities for students to learn subjects and skills that are not available in our small school environment. To supplement the core required curricular offerings at PCS, students may seek concurrent enrollment at Cabrillo, UCSC, and other postsecondary institutions. Focus projects and Capstone Courses are options for 11th and 12th grade students who want to explore a topic in-depth with the mentorship of a PCS teacher and/or an outside sponsor with prior agreement by PCS administration. These are used to supplement, rather than replace, courses offered at PCS. All independent study coursework will meet the legal requirements of Education Code Section 51745, *et seq.*

Student Attendance

Pacific Collegiate School shall meet or exceed the legally required annual instructional minutes minimum, pursuant to Education Code Section 47612.5(a) and number of school days pursuant to Title 5, California Code of Regulations Section 11960. Students are expected to attend school daily. Absences or tardies must be documented with a valid excuse. (See Instructional Minutes in **Appendix D**, and the Academic Calendar in **Appendix E**).

Plan for Serving Academically Low-Achieving and Socioeconomically Disadvantaged Students

Evaluation of Need

1. In the case of students newly entering PCS, academic support begins prior to enrollment. Shortly after students are admitted, they are offered an opportunity to take a math placement test. The results of the math test give teachers information for placement in Pre-Algebra, Algebra I or Algebra II and to identify student learning needs and potential interventions to support student success. English Language Arts teachers give local diagnostic assessments to identify student learning needs and potential interventions at the beginning of each school year.
2. PCS staff also review students' cumulative files containing standardized test data, and any past history of academic intervention.
3. PCS offers an introductory Base Camp for incoming 7th grade students. This three-day program is designed to orient students to PCS coursework and expectations, while simultaneously providing an opportunity for community building. New students are connected to small groups, peer mentors, and supportive staff prior to coming to PCS. A similar orientation opportunity is provided for new students in grades 8-12.
4. Students are also identified as requiring support throughout the year via teacher observations, as well as during parent/teacher meetings. Grade level team meetings are held monthly to discuss student progress, collaborate on intervention strategies, and to request further support where needed. If a student is observed to be struggling (by either a teacher or parent), the student is recommended for Student Success Team (SST) meeting and interventions and supports are considered for implementation.

STUDENT SUPPORT SERVICES

All PCS students are offered an integrated system of support services that currently includes (through is not limited to) the following components:

- There is a 40-minute tutorial period two days a week in which students can work with teachers and peers on any subject they choose.
- The “Get It Done” seminar enrichment period on Tuesdays is assigned and provides academic / organizational support for specific students when necessary. Other seminar topics offer support in social / emotional skills.
- Peer Tutoring is offered during tutorial, after school or other times arranged by students.
- Teachers are available for support during tutorial and at additional times.
- A library is designated for supervised quiet study during students’ free time and is available from the beginning of the school day until 4:30 p.m.
- Teachers meet regularly in grade level teams on student case management in order to quickly identify students in need of assistance, based on grades, test scores, attendance, social/emotional, and/or other issues (e.g., behavior, environment, etc.).
- Student Support Team (“SST”) meets weekly to review information on students of concern and to organize support for students where appropriate, often leading to involvement of parents. Collaboration with other agencies in the community is sought when appropriate and necessary in order to support the student at school.
- When disability is suspected, students are referred for special education evaluation, in coordination with school psychologist and North Santa Cruz Special Education Local Plan Area (SELPA).

See **Appendix F** for more information on Student Support Systems and a flow chart.

REPORTING AND MONITORING

Pacific Collegiate School encourages teachers and parents to communicate freely and regularly regarding their student’s academic experience. A student’s early struggles are often noted first in an informal email from teacher to parent (or the reverse). When a potentially negative pattern begins to appear – for example, a declining grade curve or a marking period grade of ‘C’ – a teacher will communicate academic concerns with the Grade Level team and Academic Support Specialist. This generates further communication to the student’s parents, reinforcing the early intervention that can help ensure that a student “will develop the necessary skills to succeed at PCS.” Recommendations for support services such as peer tutoring or an assigned tutorial may be made, based on (1) low test grades, (2) difficulty in completing assignments on time, (3) struggling with academic content, particularly prerequisite knowledge, (4) other areas of concern.

This pattern of home-school partnership and communication is central to the PCS approach, as we have found improvement is more likely when the key adults in a student’s life are united in

the messages and support with which the student is provided.

If, despite proactive efforts on the part of the student, the teacher, and the parents, the pattern of low achievement persists, the Student Support Team may recommend a Student Study Team Review. Such a review would consider and investigate academic, emotional, behavioral, and attendance concerns, as well as any record of intervention strategies that were attempted (and the resultant outcomes). Optimally, the result of such a study would be a more effective course of action and intervention that is embraced by all parties and pursued by mutual agreement. On occasion, however, the study could also lead to a Referral for Individual Assessment (North Santa Cruz Special Education Local Plan Area), with the possibility that the student could, if so assessed, benefit from Pacific Collegiate School's Special Education program.

In summary, Pacific Collegiate School's response to academically under-performing students is one of steady attention and regular escalation of response, as needed. As our belief is that all students can succeed with adequate support, our efforts throughout the process aim to determine just what the proper level of support may be to ensure student success.

Social Promotion and Accountability

Social promotion, which is defined as pushing forward a pupil who is already failing because it would be embarrassing to repeat a year, is widely recognized to be a public policy failure which does not serve the student, the other pupils, or society as a whole. Pacific Collegiate School maintains academic accountability for all, and students who fail required classes must repeat them.

Every reasonable effort will be made to identify and assist struggling students before they have to repeat a course. This includes the use of a variety of academic and behavioral supports, as outlined above, as well as those determined necessary by SST. Pacific Collegiate School also works with North Santa Cruz SELPA to provide the accommodations, modifications, and support services determined necessary by students' IEP and 504 plans.

Plan for Serving Academically High-Achieving Students

The PCS curriculum and academic program are, among other objectives, directly meant to support, encourage, and sustain high achievement. As such, specific attention to academically high-achieving students – as an issue to be addressed and of itself – is infrequent. However, while all students at PCS have open access to our Advanced Placement courses, those who are especially high-achieving can access, in addition:

- Advanced classes in each subject
- Articulated enrollment with Cabrillo, UCSC, and other post-secondary instruction.
- A full range of academically enriching clubs and activities.
- The opportunity for independent work/research and/or graded Focus Projects or Capstone Projects with a faculty advisor.

Grade level teams may also discuss the acceleration or enrichment needs of high-achieving students, and develop individualized plans to support their academic needs.

Plan for Serving English Learners

Pacific Collegiate School meets all applicable legal requirements for English Learners (“EL”) , including long-term English Learners or English Learners at risk of becoming long-term English Learners, as pertain to annual notification to parents, student identification, placement, program options, EL and core content instruction, teacher qualifications and training, reclassification to fluent English proficient status, monitoring and evaluating program effectiveness, and standardized testing requirements. Pacific Collegiate School maintains and implements policies to assure proper placement, evaluation, and communication regarding ELs and the rights of students and parents, which are available upon request. PCS employs an ELL Instructional Assistant to specifically support the academic and language development needs of English Learners at PCS.

Home Language Survey

Pacific Collegiate School administers the appropriate home language survey upon a student’s initial enrollment into Pacific Collegiate School (on enrollment forms).

ELPAC Testing

All students who indicate that their home language is other than English will be tested with the English Language Proficiency Assessments for California (“ELPAC”). The ELPAC has four proficiency levels (Level 4: well developed; Level 3: moderately developed; Level 2: somewhat developed; and Level 1: minimally developed) and is aligned with the 2012 California ELD Standards.

The ELPAC consists of two separate assessments:

- Initial Assessment (“IA”)
The ELPAC IA is used to identify students as either an English Learner, or as fluent in English. The IA is administered only once during a student’s time in the California public school system based upon the results of the home language survey. The locally scored IA will be the official score. The IA is given to students in grades TK–12 whose primary language is not English to determine their English proficiency status.
- Summative Assessment (“SA”)
ELs will take the SA every year until they are reclassified as fluent English proficient. The ELPAC SA is only given to students who have previously been identified as an EL based upon the IA results, in order to measure how well they are progressing with English development in each of the four domains. The results are used as one of four criteria to determine if the student is ready to be reclassified as fluent English proficient, to help inform proper educational placement, and to report progress for accountability.

Both the ELPAC SA and IA are paper–pencil assessments administered in seven grade spans—K, 1, 2, 3–5, 6–8, 9–10, and 11–12. In kindergarten and grade 1, all domains are administered individually. In grades 2–12, the test is administered in groups, exclusive of speaking, which is administered individually.

Testing times will vary depending upon the grade level, domain, and individual student. Both the ELPAC IA and SA are given in two separate testing windows through the school year.

The IA testing window will be year-round (July 1–June 30). Any student whose primary

language is other than English as determined by the home language survey and who has not previously been identified as an English Learner by a California public school or for whom there is no record of results from an administration of an English language proficiency test, shall be assessed for English language proficiency within 30 calendar days after the date of first enrollment in a California public school, or within 60 calendar days before the date of first enrollment, but not before July 1 of that school year.

The SA testing window will be a four-month window after January 1 (February 1–May 31). The English language proficiency of all currently enrolled English Learners shall be assessed by administering the test during the annual assessment window.

Pacific Collegiate School notifies all parents of its responsibility for ELPAC testing and of ELPAC results within thirty days of receiving results. The ELPAC shall be used to fulfill the State and Federal requirements for annual English proficiency testing.

Services

Individual Learning Plans (ILPs) are written and implemented as necessary to support English Learners. Our goal is for students to ultimately test out of ELD and to engage the PCS academic program in an all-English classroom environment.

Services for English Learners include:

- ELPAC testing to identify language status and needs
- Pull out sessions for extra language and academic support
- Paraphrasing and accommodated assignments and resources as needed
- Access the menu of services listed for any struggling student
- Other services as needed
- CLAD certified (or the CTC equivalent) and SDAIE trained staff among the faculty have the capacity and resources to accommodate individual needs
- BCLAD certified EL Instructional Assistant is available to directly support students and confer with teachers regarding appropriate instructional strategies, materials, and supports to meet the needs of English Learners and those students recently reclassified as Fluent English Proficient

Reclassification Procedures

Reclassification procedures utilize multiple criteria in determining whether to classify a pupil as proficient in English including, but not limited to, all of the following:

- Assessment of language proficiency using an objective assessment instrument including, but not limited to, the ELPAC
- Participation of the pupil's classroom teachers and any other certificated staff with direct responsibility for teaching or placement decisions of the pupil to evaluate the pupil's curriculum mastery

- Parental opinion and consultation, achieved through notice to parents or guardians of the language reclassification and placement including a description of the reclassification process and the parents' opportunity to participate, and encouragement of the participation of parents or guardians in the reclassification procedure including seeking their opinion and consultation during the reclassification process
- Comparison of the pupil's performance in basic skills against an empirically established range of performance in basic skills based upon the performance of English proficient pupils of the same age that demonstrate to others that the pupil is sufficiently proficient in English to participate effectively in a curriculum designed for pupils of the same age whose native language is English

Monitoring and Evaluation of Program Effectiveness

Pacific Collegiate School evaluates the effectiveness of its education program for ELs by:

- Adhering to Charter School-adopted academic benchmarks by language proficiency level and years in program to determine annual progress
- Monitoring teacher qualifications and the use of appropriate instructional strategies based on program design
- Monitoring student identification and placement
- Monitoring parental program choice options
- Monitoring availability of adequate resources

Plan for Serving Students with Disabilities

Overview

Pursuant to Education Code Section 47641(a), Pacific Collegiate Charter operates as its own Local Education Agency (LEA) member of the North Santa Cruz County Special Education Local Plan Area (NSCC SELPA), which is a consortium of 11 school districts and the Santa Cruz County Office of Education. The administration and coordination of special education and regionalized services of the LEAs follows the NSCC SELPA Policies and Procedures in accordance with applicable state and federal laws.

Pacific Collegiate School complies with all applicable state and federal laws in serving students with disabilities, including, but not limited to, Section 504 of the Rehabilitation Act ("Section 504"), the Americans with Disabilities Act ("ADA") and the Individuals with Disabilities Education Improvement Act ("IDEA").

Pacific Collegiate School shall be solely responsible for its compliance with Section 504 and the ADA. The facilities utilized by Pacific Collegiate School shall be accessible for all students with disabilities.

Services for Students under the “IDEA”

The following description regarding how special education and related services are provided and funded is included in this charter for the sole purpose of providing a reasonably comprehensive description of the special education program, and is not binding on the County. The specific manner in which special education and related services are provided and funded is set forth in a Memorandum of Understanding (“MOU”), delineating the respective responsibilities of the Charter School and the SELPA. A copy of the MOU is available upon request.

Pacific Collegiate School intends to provide special education instruction and related services in accordance with the IDEA, Education Code requirements, and applicable policies and practices of the SELPA.

Pacific Collegiate School provides services for special education students enrolled in the school. Pacific Collegiate School follows SELPA policies and procedures, and utilizes SELPA forms in seeking out and identifying and serving students who may qualify for special education programs and services and for responding to record requests and parent complaints, and maintaining the confidentiality of pupil records.

Pacific Collegiate School agrees to promptly respond to SELPA inquiries, to comply with reasonable SELPA directives, and to allow the SELPA access to Pacific Collegiate School students, staff, facilities, equipment and records as required or imposed by law.

Student Review Process

In formalizing the student review process and monitoring overall progress, PCS has implemented a Student Study Team process. In such meetings, parents, teachers, students, and specialists discuss relevant histories (i.e.: medical, academic, behavioral, social), current concerns, strengths, and weaknesses of the student, and then develop a remedial plan for addressing the needs expressed. Follow-up review dates are then assigned in monitoring the student’s progress. If the regular education resources have been exhausted and the corrective actions taken have not resulted in significant change for the student, a referral can then be made to the Special Education Department for a complete multi-disciplinary psycho-educational assessment upon receiving parental consent for assessment.

The Charter School will implement SELPA policies and procedures to ensure timely identification and referral of students who have, or may have, such exceptional needs.

Identification Procedures/ Placement/Services

Once a referral for possible Special Education services is made to the Head of School and/or the Special Education Coordinator, prescribed timelines, policies and procedures are followed in moving through the 60-day process from referral to assessment to the initial IEP meeting. In the initial stages, a Comprehensive Assessment Battery is developed by the IEP Team based of the concerns expressed within the referral and administered after the parent gives written consent. An IEP Meeting is then held wherein State/Federal Special Education Eligibility Criteria are applied to the assessment results in determining if the student qualifies for services. If the student is found eligible for services, IEP Team members review and discuss assessment results as related to present academic/behavioral levels of performance, and create measurable goals and objectives in designing an IEP with service(s) recommendations. Once written consent is

obtained by the parents, Special Education program placement can occur and services can be delivered. The student's measurable goals and objectives are periodically/systematically evaluated 4 times per year as a means of assessing the student's progress. In coordinating Special and General Education programs and instruction for the identified student, a Student Profile Sheet is developed and disseminated to the student's regular teachers, which outlines the nature of the student's disability, how it manifests, the required instructional strategies and accommodations to be implemented, testing accommodations, and projected IEP meeting dates, consistent with laws governing student confidentiality. Each year, an Annual IEP is completed, and present levels of performance and goals and objectives are updated. Every three years, a re-assessment of the student's defined needs is conducted to re-establish the eligibility and need for continued service.

Should the student qualify as a student with a low incidence disability (i.e.: visual, hearing, physical impairment), PCS has accessibility to Regionalized Programs within NSCC SELPA in securing low incidence services for the student. In summary, special education programs, services and placements are provided to all eligible PCS students in accordance with the policies, procedures and requirements of the North Santa Cruz County SELPA and State and Federal law.

PCS is responsible for the hiring or contracting, and training, as needed, qualified individuals or companies necessary to provide special education services to students, including, but not limited to the following positions, special education coordinator, psychologist, resource specialist, speech and language therapist, and vocational specialist.

It is understood and agreed that all students will have access to PCS and no student shall be denied admission due to the nature, extent, or severity of his/her disability or due to the student's request for, or actual need for special education services. All students are instructed in a safe environment.

Staffing

All special education services at Pacific Collegiate School are delivered by individuals or agencies qualified to provide special education services as required by the California Education Code and the IDEA. Pacific Collegiate School staff shall participate in SELPA in-service training relating to special education.

Pacific Collegiate School is responsible for the hiring, training, and employment of site staff necessary to provide special education services to its students, including, without limitation, special education teachers, paraprofessionals, and resource specialists. Pacific Collegiate School ensures that all special education staff hired or contracted by Pacific Collegiate School is qualified pursuant to SELPA policies, as well as meet all legal requirements. Pacific Collegiate School is responsible for the hiring, training, and employment of itinerant staff necessary to provide special education services to Pacific Collegiate School students, including, without limitation, speech therapists, occupational therapists, behavioral therapists, and psychologists.

Notification and Coordination

Pacific Collegiate School follows SELPA policies as they apply to all SELPA schools for responding to implementation of special education services. Pacific Collegiate School implements policies relating to all special education issues and referrals.

Identification and Referral

Pacific Collegiate School has the responsibility to identify, refer, and work cooperatively in locating Pacific Collegiate School students who have or may have exceptional needs that qualify them to receive special education services. Pacific Collegiate School implements SELPA policies and procedures to ensure timely identification and referral of students who have, or may have, such exceptional needs. A pupil shall be referred for special education only after the resources of the regular education program have been considered, and where appropriate, utilized.

Pacific Collegiate School follows SELPA child-find procedures to identify all students who may require assessment to consider special education eligibility and special education and related services in the case that general education interventions do not provide a free appropriate public education to the student in question.

Assessments

The term “assessments” shall have the same meaning as the term “evaluation” in the IDEA, as provided in Section 1414, Title 20 of the United States Code. Pacific Collegiate School determines what assessments, if any, are necessary and arrange for such assessments for referred or eligible students in accordance with applicable law. Pacific Collegiate School shall obtain parent/guardian consent to assess Pacific Collegiate School students.

IEP Meetings

Pacific Collegiate School shall arrange and notice the necessary IEP meetings. IEP team membership shall follow state and federal law. Pacific Collegiate School shall be responsible for having the following individuals in attendance at the IEP meetings: the Head of School and/or the Pacific Collegiate School designated representative with appropriate administrative authority as required by the IDEA; the student’s special education teacher; the student’s general education teacher if the student is or may be in a regular education classroom; the student, if appropriate; and other Pacific Collegiate School representatives who are knowledgeable about the regular education program at Pacific Collegiate School and/or about the student. Pacific Collegiate School shall arrange for the attendance or participation of all other necessary staff that may include, but are not limited to, an appropriate administrator to comply with the requirements of the IDEA, a speech therapist, psychologist, resource specialist, and behavior specialist; and shall document the IEP meeting and provide notice of parental rights.

IEP Development

Pacific Collegiate School understands that the decisions regarding eligibility, goals/objectives, program, services, placement, and exit from special education shall be the decision of the IEP team, pursuant to the IEP process. Programs, services and placements shall be provided to all eligible Pacific Collegiate School students in accordance with the policies, procedures and requirements of the SELPA and State and Federal law.

IEP Implementation

Pacific Collegiate School is responsible for all school site implementation of the IEP. As part of this responsibility, Pacific Collegiate School provides parents with timely reports on the student’s progress as provided in the student’s IEP at least as frequently as report cards are provided for the Pacific Collegiate School’s non-special education students. Pacific Collegiate

School shall also provide all home-school coordination and information exchange. Pacific Collegiate School shall also be responsible for providing all curriculum, classroom materials, classroom modifications, and assistive technology.

Interim and Initial Placements of New Charter School Students

Pacific Collegiate School shall comply with Education Code Section 56325 with regard to students transferring into Pacific Collegiate School within the academic school year. In accordance with Education Code Section 56325(a)(1), for students who enroll in Pacific Collegiate School from another school district within the State, but outside of the SELPA with a current IEP within the same academic year, Pacific Collegiate School shall provide the pupil with a free appropriate public education, including services comparable to those described in the previously approved IEP, in consultation with the parent, for a period not to exceed thirty (30) days, by which time Pacific Collegiate School shall adopt the previously approved IEP or shall develop, adopt, and implement a new IEP that is consistent with federal and state law.

In accordance with Education Code Section 56325(a)(2), in the case of an individual with exceptional needs who has an IEP and transfers into Pacific Collegiate School from a district operated program under the same special education local plan area of Pacific Collegiate School within the same academic year, Pacific Collegiate School shall continue, without delay, to provide services comparable to those described in the existing approved IEP, unless the parent and Pacific Collegiate School agree to develop, adopt, and implement a new IEP that is consistent with federal and state law.

For students transferring to Pacific Collegiate School with an IEP from outside of California during the same academic year, Pacific Collegiate School shall provide the pupil with a free appropriate public education, including services comparable to those described in the previously approved IEP in consultation with the parents, until Pacific Collegiate School conducts an assessment pursuant to paragraph (1) of subsection (a) of Section 1414 of Title 20 of the United States Code, if determined to be necessary by Pacific Collegiate School, and develops a new IEP, if appropriate that is consistent with federal and state law.

Non-Public Placements/Non-Public Agencies

Pacific Collegiate School is solely responsible for selecting, contracting with, and overseeing all non-public schools and non-public agencies used to serve special education students.

Non-discrimination

It is understood and agreed that all children will have access to Pacific Collegiate School and no student shall be denied admission nor counseled out of Pacific Collegiate School due to the nature, extent, or severity of his/her disability or due to the student's request for, or actual need for special education services.

Due Process Hearings

Pacific Collegiate School may initiate a due process hearing or request for mediation with respect to a student enrolled in Pacific Collegiate School if it determines such action is legally necessary or advisable. In the event that the parents/guardians file for a due process hearing, or request mediation, Pacific Collegiate School shall defend the case.

SELPA Representation

Pacific Collegiate School represents itself at all SELPA meetings.

Funding

Pacific Collegiate receives state and federal special education funding in accordance with the NSCC SELPA allocation plan and is responsible for any encroachment upon its general fund.

Parent/Guardian Concerns and Complaints

Pacific Collegiate School adopts and implements policies for responding to parental concerns or complaints related to special education services. Pacific Collegiate School shall receive any concerns raised by parents/guardians regarding related services and rights.

Pacific Collegiate School's designated representative shall investigate as necessary, respond to, and address the parent/guardian concern or complaint.

Section 504 of the Rehabilitation Act

Pacific Collegiate School recognizes its legal responsibility to ensure that no qualified person with a disability shall, on the basis of disability, be excluded from participation, be denied the benefits of, or otherwise be subjected to discrimination under any program of Pacific Collegiate School. A student who has a physical or mental impairment that substantially limits one or more major life activities, has a record of such an impairment, or is regarded as having such an impairment, is eligible for protections under Section 504.

A "504 team" will be assembled by the Head of School and shall include the parent/guardian, the student (where appropriate) and other qualified persons knowledgeable about the student, the meaning of the evaluation data, placement options, and accommodations. The 504 team will review the student's existing records; including academic, social and behavioral records, and is responsible for making a determination as to whether an evaluation for Section 504 services is appropriate. If the student has already been evaluated under the IDEA but found ineligible for special education instruction or related services under the IDEA, those evaluations may be used to help determine eligibility under Section 504. The student evaluation shall be carried out by the 504 team, which will evaluate the nature of the student's disability and the impact upon the student's education. This evaluation will include consideration of any behaviors that interfere with regular participation in the educational program and/or activities. The 504 team may also consider the following information in its evaluation:

- Tests and other evaluation materials that have been validated for the specific purpose for which they are used and are administered by trained personnel.
- Tests and other evaluation materials, including those tailored to assess specific areas of educational need, and not merely those which are designed to provide a single general intelligence quotient.
- Tests are selected and administered to ensure that when a test is administered to a student with impaired sensory, manual or speaking skills, the test results accurately reflect the student's aptitude or achievement level, or whatever factor the test purports to measure, rather than reflecting the student's impaired sensory, manual or speaking skills.

The final determination of whether or not the student will be identified as a person with a disability is made by the 504 team in writing and notice is given in writing to the parent or guardian of the student in their primary language along with notice of the procedural safeguards available to them. If the 504 team obtains information during the evaluation indicating possible eligibility of the student for special education per the IDEA, a referral for assessment under the IDEA will be made by the 504 team.

If the student is found by the 504 team to have a disability under Section 504, the 504 team shall be responsible for determining what accommodations or services, if any, are needed to ensure that the student receives a free and appropriate public education (“FAPE”). In developing the 504 Plan, the 504 team shall consider all relevant information utilized during the evaluation of the student, drawing upon a variety of sources, including, but not limited to, assessments conducted by the Pacific Collegiate School’s professional staff.

The 504 Plan shall describe the Section 504 disability and any program accommodations, modifications or services that may be necessary.

All 504 team participants, parents, guardians, teachers and any other participants in the student’s education, including substitutes and tutors, must have a copy of each student’s 504 Plan. The site administrator will ensure that teachers include 504 Plans with lesson plans for short-term substitutes and that he/she review the 504 Plan with a long-term substitute. A copy of the 504 Plan shall be maintained in the student’s file. Each student’s 504 Plan will be reviewed at least once per year to determine the appropriateness of the Plan, needed modifications to the plan, and continued eligibility.

ELEMENT B: MEASURABLE PUPIL OUTCOMES

***Governing Law:** The measurable pupil outcomes identified for use by the charter school. "Pupil outcomes," for purposes of this part, means the extent to which all pupils of the charter school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the charter school's educational program. Pupil outcomes shall include outcomes that address increases in pupil academic achievement both schoolwide and for all groups of pupils served by the charter school, as that term is defined in subparagraph (B) of paragraph (3) of subdivision (a) of Section 47607. The pupil outcomes shall align with state priorities, as described in paragraphs (2) to (8), inclusive, of subdivision (d) of Section 52060, that apply for the grade levels served by the charter school. Education Code Section 47605(b)(5)(B).*

Pacific Collegiate School's schoolwide and student outcomes, as described below, are aligned with the mission, curriculum, and assessment design of the school. The Pacific Collegiate School educational program is designed to help all students achieve a high level of academic success and be prepared for entry into the finest colleges and universities. Students must demonstrate core academic and lifelong learning skills, which have been developed to align with the state standards.

Pacific Collegiate School has clearly defined schoolwide and student outcome goals in compliance with Education Code sections 47605(b)(5)(B) and 52060(d). The following table delineates Pacific Collegiate School's measurable outcomes that align with the State Priorities and Pacific Collegiate School's goals and actions to achieve the State Priorities, as identified in Element A of this charter, which may need to be modified over time.

PACIFIC COLLEGIATE SCHOOL OUTCOMES THAT ALIGN WITH THE STATE PRIORITIES	
<p>Pursuant to Education Code Section 47605(b)(5)(B), following is a table describing the Charter School's outcomes that align with the state priorities and the Charter School's goals and actions to achieve the state priorities, as identified in Element 1 of the charter.</p> <p>The LCAP and any revisions necessary to implement the LCAP, including outcomes and methods of measurement listed below, shall not be considered a material revision to the charter, and shall be maintained by the Charter School at the school site.</p>	
STATE PRIORITY #1— BASIC SERVICES	
<p><i>The degree to which teachers are appropriately assigned (E.C. §44258.9) and fully credentialed, and every pupil has sufficient access to standards-aligned instructional materials (E.C. § 60119), and school facilities are maintained in good repair (E.C. §17002(d))</i></p>	
SUBPRIORITY A – TEACHERS	
GOAL TO ACHIEVE SUBPRIORITY	100% of teachers will hold a valid CA Teaching Credential, or be in progress toward credential aligned to their teaching assignment.
ACTIONS TO ACHIEVE GOAL	Support and provide guidance for teachers on Provisional Internship Permits and Short-term Staff Permits to enter credential programs in a timely fashion. Support teachers with a Preliminary Credential via induction program. Teachers will have opportunity to participate in release days to support ongoing learning.

MEASURABLE OUTCOME	100% of teachers will be credentialed or in progress of finishing credential programs. Faculty Dean and Senior Business Administrator will maintain ongoing records of credential status and update annually.
BASELINE PERFORMANCE LEVEL	During the 2018-2019 school year, 95% of teachers held valid CA Teaching Credentials (intern, preliminary or clear).
METHODS OF MEASUREMENT	Initial and Annual verification of credentials as reported by CTC.
SUBPRIORITY B – INSTRUCTIONAL MATERIALS	
GOAL TO ACHIEVE SUBPRIORITY	100% of students, including first-to-college, Hispanic/Latino, and all other subgroups, will have access to standards-aligned materials and additional instructional materials. All students and student subgroups will have equitable access to curriculum, including AP courses.
ACTIONS TO ACHIEVE GOAL	All instructional materials purchased will be aligned to CA Common Core State Standards and aligned with our charter petition. Continue to provide all students to access to AP courses and curriculum.
MEASURABLE OUTCOME	100% of pupils will have access to standards-aligned materials and additional instructional materials as outlined in our charter petition.
BASELINE PERFORMANCE LEVEL	Over the past five years, 100% of pupils have had access to standards-aligned materials.
METHODS OF MEASUREMENT	Department Chairs and teachers review all instructional materials before purchase pursuant to E.C. § 60119.
SUBPRIORITY C – FACILITIES	
GOAL TO ACHIEVE SUBPRIORITY	Maintain school facilities in good repair to ensure the safety of all students. Maintain a facilities inspection rating of over 90%.
ACTIONS TO ACHIEVE GOAL	Daily general cleaning by custodial staff and partnership with Parent Volunteer Association to conduct monthly campus beautification/work days. Monthly and annual reviews of various facility requirements. Meet all school safety standards and perform annually required drills and safety inspections.
MEASURABLE OUTCOME	90% or higher score on Facility Inspection.
BASELINE PERFORMANCE LEVEL	2016 Facility Inspection score of 90%. All items noted for required correction have been corrected.
METHODS OF MEASUREMENT	Facility Inspection as reported in SARC.
<u>STATE PRIORITY #2— IMPLEMENTATION OF COMMON CORE STATE STANDARDS</u> <i>Implementation of Common Core State Standards, including how EL students will be enabled to gain academic content knowledge and English language proficiency</i>	

SUBPRIORITY A – CCSS IMPLEMENTATION	
GOAL TO ACHIEVE SUBPRIORITY	All teachers of core classes will align curriculum to the CCSS.
ACTIONS TO ACHIEVE GOAL	Release/extra time will be provided to departments to develop and align curriculum and attend training related to CCSS.
MEASURABLE OUTCOME	Curriculum in core classes will be aligned to CCSS.
BASELINE PERFORMANCE LEVEL	Since 2013, PCS departments have aligned curricula to the CCSS. The Science Department is currently (2018-2019) in process of aligning course sequence and curriculum to Next Generation Science Standards (NGSS).
METHODS OF MEASUREMENT	Departments have created documents demonstrating CCSS curriculum alignment.
SUBPRIORITY B – EL STUDENTS & ACADEMIC CONTENT KNOWLEDGE	
GOAL TO ACHIEVE SUBPRIORITY	100% of EL students will gain academic content knowledge through the implementation of CCSS.
ACTIONS TO ACHIEVE GOAL	EL students will participate in mainstream ELA/Literacy instruction; additional support will be provided by designated staff (ELL Instructional Assistant and Academic Support Specialist).
MEASURABLE OUTCOME	Annually, 100% of EL students will gain academic content knowledge through the implementation of the CCSS.
BASELINE PERFORMANCE LEVEL	Baseline data to be collected during the 2019-20 school year.
METHODS OF MEASUREMENT	EL performance on CAASPP, ELPAC, teacher assessment (including semester grades).
SUBPRIORITY C – EL STUDENTS & ENGLISH LANGUAGE PROFICIENCY	
GOAL TO ACHIEVE SUBPRIORITY	100% of EL students will gain English Language proficiency. 100% of Reclassified Fluent English Proficient students will receive ongoing academic support to ensure academic success for at least four years after reclassification.
ACTIONS TO ACHIEVE GOAL	EL students will receive additional targeted language instruction in alignment with California ELA/ELD Framework until they achieve fluency.
MEASURABLE OUTCOME	100% EL students will reach English language proficiency within four years of initial classification as English learner through the implementation of the CCSS and additional targeted instruction in vocabulary, writing and reading.
BASELINE PERFORMANCE LEVEL	In 2018-2019, there were no EL students at PCS; all 6 students assessed were designated IFEP. In 2019-2020, PCS has 3 EL students.
METHODS OF MEASUREMENT	Student performance on ELPAC Assessment and CAASPP.

STATE PRIORITY #3— PARENTAL INVOLVEMENT

Parental involvement and family engagement, including efforts the Charter School makes to seek parent input in making decisions for the Charter School, and including how the Charter School will promote parental participation in programs for unduplicated pupils and individuals with exceptional needs.

SUBPRIORITY A – ACHIEVING/MAINTAINING PARENTAL INVOLVEMENT

GOAL TO ACHIEVE SUBPRIORITY	Maintain parent representation on the Charter School Governing Board, committees and working groups, including representation of parents/guardians of students who are first-to-college, Hispanic/Latino, and/or any other subgroups.
ACTIONS TO ACHIEVE GOAL	The Governing Board has a general policy of interviewing all interested parent directors. The Governing Board has a strong continuing track record of parent representation. School will recruit parent/guardian representation through school communications, maintain regular meeting schedules, and intentionally seek representatives from parents/guardians of students who are first-to-college, Hispanic/Latino, and/or any other subgroups.
MEASURABLE OUTCOME	Annually, the Governing Board will have, at minimum, two parent members.
BASELINE PERFORMANCE LEVEL	Historically, at least two parents have always served as Parent Members on the Governing Board.
METHODS OF MEASUREMENT	Governing Board meeting agendas.

SUBPRIORITY B – PROMOTING PARENT PARTICIPATION

GOAL TO ACHIEVE SUBPRIORITY	Increase parental volunteerism, attendance at parent and community events, and provide input to school.
ACTIONS TO ACHIEVE GOAL	Parent surveys, rosters and attendance records for PVA and other school committees, participation in PVA sponsored Parent Education and Grade Level events, monthly campus work days, annual welcome back BBQ, tracking of parent volunteer hours.
MEASURABLE OUTCOME	75% of families reporting volunteer hours, 60% of parents completing annual survey.
BASELINE PERFORMANCE LEVEL	During the 2018-2019 school year, 64% of families reported volunteer hours. A total of 5,256 hours were officially logged.
METHODS OF MEASUREMENT	Membership Toolkit software tracking parent volunteer hours, parent survey results, attendance at parent education and grade level events, and PVA and other committee meeting attendance/minutes.

STATE PRIORITY #4— STUDENT ACHIEVEMENT

Pupil achievement, as measured by all of the following, as applicable:

- A. California Assessment of Student Performance and Progress statewide assessment*
- B. Percentage of pupils who have successfully completed courses that satisfy UC/CSU*

<p><i>entrance requirements, or career technical education</i></p> <p><i>C. Percentage of ELs who make progress toward English language proficiency as measured by the English Language Proficiency Assessments for California</i></p> <p><i>D. EL reclassification rate</i></p> <p><i>E. Percentage of pupils who have passed an AP exam with a score of 3 or higher</i></p> <p><i>F. Percentage of pupils who participate in and demonstrate college preparedness pursuant to the Early Assessment Program (E.C. §99300 et seq.) or any subsequent assessment of college preparedness</i></p>	
SUBPRIORITY A – CAASPP: ELA/LITERACY AND MATHEMATICS	
GOAL TO ACHIEVE SUBPRIORITY	75% of students at every applicable grade level, including all student subgroups, score proficient or higher on the CAASPP statewide assessment in the areas of English Language Arts/Literacy and Mathematics. First to college students and Hispanic/Latino students will perform comparably to general student population.
ACTIONS TO ACHIEVE GOAL	Classroom instruction and environment conducive to student learning of CCSS aligned curriculum. Appropriate and meaningful use of instructional technology to enhance student learning. Focused FTC academic support including tutoring, parent education, peer-to-peer network, academic support team.
MEASURABLE OUTCOME	Annually, have at least 95% of students participate in the CAASPP statewide assessments; at least 75% of students at every applicable grade level, including all student subgroups, score proficient or higher on the CAASPP statewide assessment in the areas of English Language Arts/Literacy and Mathematics.
BASELINE PERFORMANCE LEVEL	In 2018, 86.15% of students in applicable grades, scored proficient or higher on the CAASPP for English Language Arts. 77.07% of students in applicable grades, scored proficient or higher on the CAASPP for Mathematics.
METHODS OF MEASUREMENT	Annual results of CAASPP.
SUBPRIORITY B – UC/CSU COURSE REQUIREMENTS	
GOAL TO ACHIEVE SUBPRIORITY	100% of PCS graduates, including all student subgroups, will satisfy the UC/CSU course requirements.
ACTIONS TO ACHIEVE GOAL	Graduation requirements meet or exceed UC/CSU A-G requirements. Counselors will meet with students regularly to review transcripts and plan coursework.
MEASURABLE OUTCOME	100% of PCS graduates, including all student subgroups, will satisfy the UC/CSU A-G requirements.
BASELINE PERFORMANCE LEVEL	In 2019, 100% of PCS graduates satisfied the UC/CSU A-G course requirements.
METHODS OF MEASUREMENT	Analysis of transcripts of PCS graduates.

SUBPRIORITY C – EL PROFICIENCY RATES	
GOAL TO ACHIEVE SUBPRIORITY	100% EL students will advance at least one performance level per the ELPAC each academic year.
ACTIONS TO ACHIEVE GOAL	EL students will receive in-class instructional support which includes 1:1 teacher support, 1:1 teacher assistant support, small group work, usage of SDAIE and ELD instructional strategies.
MEASURABLE OUTCOME	100% of EL students will advance at least one performance level per the ELPAC each academic year
BASELINE PERFORMANCE LEVEL	In 2018-19, 6 students were assessed on the Summative ELPAC; all students scored in the Initial Fluent English Proficient (IFEP) performance level. No further assessment necessary for these students.
METHODS OF MEASUREMENT	ELPAC Score Reports; EL Reclassification documentation maintained by ELPAC Coordinator/EL Instructional Assistant.
SUBPRIORITY D – EL RECLASSIFICATION RATES	
GOAL TO ACHIEVE SUBPRIORITY	EL students will be reclassified as Fluent English Proficient and perform at grade level on the CAASPP statewide assessment.
ACTIONS TO ACHIEVE GOAL	100% EL students will receive in-class instructional support which includes 1:1 teacher support, 1:1 teacher assistant support, small group work, usage of SDAIE and ELD instructional strategies.
MEASURABLE OUTCOME	EL students will be reclassified as Fluent English Proficient and perform at grade level on the CAASPP statewide assessment.
BASELINE PERFORMANCE LEVEL	During 2018-19, PCS had 0 EL students. During 2019-20, PCS has 3 EL students and 14 RFEP students, 4 of whom are still in the 4 year post-reclassification monitoring window. The 3 EL students will be given the Summative ELPAC in spring 2020 to assess their progress toward reclassification.
METHODS OF MEASUREMENT	Analysis and review of ELPAC results, and CAASPP statewide assessment scores
SUBPRIORITY E – AP EXAM PASSAGE RATE	
GOAL TO ACHIEVE SUBPRIORITY	75% of AP Exams taken by PCS students will earn a score of 3, 4 or 5, including first-to-college, Hispanic/Latino, and all other subgroups.
ACTIONS TO ACHIEVE GOAL	PCS will provide well qualified teachers for all AP Classes and will provide support and training opportunities for these teachers, including best practices for supporting diverse students' needs.
MEASURABLE OUTCOME	Annually, 75% of AP Exams taken by PCS students will earn a score of 3, 4 or 5, including first-to-college, Hispanic/Latino, and all other subgroups.
BASELINE PERFORMANCE LEVEL	In 2019, 83.9% of AP Exams taken by PCS students earned a score of 3, 4, or 5. Since 2015, an average of 82.4% of AP Exams taken by PCS students earned a score of 3, 4, or 5.
METHODS OF MEASUREMENT	Annual analysis of AP Results by administration and AP teachers.

SUBPRIORITY F – COLLEGE READINESS	
GOAL TO ACHIEVE SUBPRIORITY	100% of PCS graduates will satisfy the UC/CSU course requirements, including first-to-college, Hispanic/Latino, and all other subgroups. 90% of all students, including first-to-college, Hispanic/Latino, and all other subgroups, will participate in PSAT/SAT/ACT preparation courses free of charge. All students, including first-to-college, Hispanic/Latino, and all other subgroups, will have the opportunity to participate in college-preparatory research (e.g. Ethics and Evil, Current Issues, Capstone Projects).
ACTIONS TO ACHIEVE GOAL	Offer a rigorous college preparatory curriculum that requires students to take A-G courses. School will subsidize cost of test preparation courses for all students, including first-to-college, Hispanic/Latino, and all other subgroups. School will schedule sufficient sections of test prep and college-preparatory research opportunities to accommodate all interested students, and advertise these opportunities to all families. AP test fees will be subsidized for students eligible for Free and Reduced-Price Meals.
MEASURABLE OUTCOME	PCS graduation requirements will meet or exceed UC/CSU requirements in all categories.
BASELINE PERFORMANCE LEVEL	In 2019, 100% of PCS graduates satisfied the UC/CSU course requirements, including those representing first-to-college, Hispanic/Latino, and all other subgroups.
METHODS OF MEASUREMENT	Analysis of PCS graduate transcripts.
<u>STATE PRIORITY #5— STUDENT ENGAGEMENT</u>	
<i>Pupil engagement, as measured by all of the following, as applicable:</i> <ul style="list-style-type: none"> A. School attendance rates B. Chronic absenteeism rates C. Middle school dropout rates (EC §52052.1(a)(3)) D. High school dropout rates E. High school graduation rates 	
SUBPRIORITY A – STUDENT ATTENDANCE RATES	
GOAL TO ACHIEVE SUBPRIORITY	PCS will maintain a 95% ADA rate for both junior high and high school students, including first-to-college, Hispanic/Latino, and all other subgroups.
ACTIONS TO ACHIEVE GOAL	Increase monitoring and communication with parents of chronically absent students to decrease truancy.
MEASURABLE OUTCOME	Annual Average Daily Attendance will be at least 95%.
BASELINE PERFORMANCE LEVEL	During the 2018-2019 school year, Junior High ADA was 96.83% and High School was 96.38%. During the 2017-2018 school year, Junior High ADA was 96.82% and High School was 95.88%.
METHODS OF MEASUREMENT	Monthly Cumulative ADA reports to the Board.

SUBPRIORITY B – STUDENT ABSENTEEISM RATES	
GOAL TO ACHIEVE SUBPRIORITY	Students will not have more than 10 absences in any school year.
ACTIONS TO ACHIEVE GOAL	Parents will be informed of chronic absences as specified in the PCS Attendance Policy. Vice Principal will meet with parents of chronically absent students.
MEASURABLE OUTCOME	Fewer than 10% of students will have more than 10 absences in any school year.
BASELINE PERFORMANCE LEVEL	In the 2018-19 school year, 12.24% of students had more than 10 absences.
METHODS OF MEASUREMENT	Monthly attendance reports from student information system.
SUBPRIORITY C – MIDDLE SCHOOL DROPOUT RATES	
GOAL TO ACHIEVE SUBPRIORITY	PCS will promote 95% of 7 th and 8 th grade students.
ACTIONS TO ACHIEVE GOAL	PCS will offer an academically engaging learning environment and academic support for all its students.
MEASURABLE OUTCOME	95% of 7 th and 8 th grade students will be eligible to advance to the next grade level.
BASELINE PERFORMANCE LEVEL	In 2018-2019, more than 95% of 7 th and 8 th grade earned grades that were sufficient to advance them to the next grade level.
METHODS OF MEASUREMENT	Student grades as verified by our student information system.
SUBPRIORITY D – HIGH SCHOOL DROPOUT RATES	
GOAL TO ACHIEVE SUBPRIORITY	PCS will promote 95% of 9 th -11 th grade students.
ACTIONS TO ACHIEVE GOAL	PCS will offer an academically engaging learning environment and academic support for all its students.
MEASURABLE OUTCOME	95% of 10 th -11 th grade students will be eligible to advance to the next grade level.
BASELINE PERFORMANCE LEVEL	In 2018-2019, more than 95% of 9 th -11 th grade students earned grades that were sufficient to advance them to the next grade level.
METHODS OF MEASUREMENT	Student grades as verified by our student information system.
SUBPRIORITY E – HIGH SCHOOL GRADUATION RATES	
GOAL TO ACHIEVE SUBPRIORITY	At least 95% of PCS 12 th grade students will graduate.
ACTIONS TO	PCS will offer academic support and guidance for students at all grade levels.

ACHIEVE GOAL	
MEASURABLE OUTCOME	Annually, at least 95% of PCS 12 th grade students will graduate.
BASELINE PERFORMANCE LEVEL	In 2019, more than 78% of PCS 12 th grade students graduated (due, in part, to students with IEPs electing to take an additional year to complete graduation requirements). In 2018, more than 95% of PCS 12 th grade students graduated.
METHODS OF MEASUREMENT	12 th grade enrollment as verified by our SIS and CALPADS and transcript analysis of 12 th grade students.
<u>STATE PRIORITY #6— SCHOOL CLIMATE</u>	
<i>School climate, as measured by all of the following, as applicable:</i>	
A. Pupil suspension rates	
B. Pupil expulsion rates	
C. Other local measures, including surveys of pupils, parents, and teachers on the sense of safety and school connectedness	
SUBPRIORITY A – PUPIL SUSPENSION RATES	
GOAL TO ACHIEVE SUBPRIORITY	PCS will maintain an annual suspension rate of less than 2%.
ACTIONS TO ACHIEVE GOAL	PCS will maintain clear behavior guidelines and promote a culture of respect.
MEASURABLE OUTCOME	Annually, 2% or fewer of all enrolled students will be suspended.
BASELINE PERFORMANCE LEVEL	In reviewing historical data, PCS has maintained a suspension rate of less than 2%.
METHODS OF MEASUREMENT	SARC, CALPADS and California Dashboard reports.
SUBPRIORITY B – PUPIL EXPULSION RATES	
GOAL TO ACHIEVE SUBPRIORITY	PCS will maintain an annual expulsion rate of less than 1%
ACTIONS TO ACHIEVE GOAL	PCS will maintain clear behavior guidelines and promote a culture of respect.
MEASURABLE OUTCOME	Annually, 1% or fewer enrolled students will be expelled.
BASELINE PERFORMANCE LEVEL	In reviewing historical data, PCS has maintained an expulsion rate of less than 1%.
METHODS OF MEASUREMENT	SARC, CALPADS and California Dashboard reports.
SUBPRIORITY C – OTHER SCHOOL SAFETY AND SCHOOL CONNECTEDNESS MEASURES (SURVEYS)	

GOAL TO ACHIEVE SUBPRIORITY	PCS students and staff will adhere to the school safety plan.
ACTIONS TO ACHIEVE GOAL	Students and staff (certificated and classified) will participate in Earthquake, Fire and Lockdown drills twice annually. CPR training will be available annually to all certificated staff. PCS students will be engaged in opportunities to learn about positive behavior and school climate.
MEASURABLE OUTCOME	100% of certificated staff will be CPR certified. Student and staff will participate in 1 code red, 4 fire, 2 earthquake, 2 lockdown, and 1 shelter in place drills annually.
BASELINE PERFORMANCE LEVEL	During 2018-2019 100% of certificated staff was CPR certified. The school held fire, earthquake and lockdown drills, as required.
METHODS OF MEASUREMENT	CPR certifications and annual calendar of drills.
GOAL TO ACHIEVE SUBPRIORITY	90% of students eligible to use Free and Reduced-Price Meal (FRPM) program will participate.
ACTIONS TO ACHIEVE GOAL	Communication and direct outreach to ensure eligible families are aware of FRPM program and how to enroll.
BASELINE PERFORMANCE LEVEL	In 2018-2019 80% of students eligible to use FRPM program participated.
METHODS OF MEASUREMENT	FRPM applications and school meal program records.
<u>STATE PRIORITY #7— COURSE ACCESS</u> <i>The extent to which pupils have access to, and are enrolled in, a broad course of study, including programs and services developed and provided to unduplicated students (classified as EL, FRPM eligible, or foster youth; E.C. §42238.02) and students with exceptional needs.</i> <i>“Broad course of study” includes the following, as applicable:</i> <i>Grades 1-6: English, mathematics, social sciences, science, visual and performing arts, health, physical education, and other as prescribed by the governing board. (E.C. §51210)</i> <i>Grades 7-12: English, social sciences, world language(s), physical education, science, mathematics, visual and performing arts, applied arts, and career technical education. (E.C. §51220(a)-(i))</i>	
GOAL TO ACHIEVE SUBPRIORITY	PCS students, including all subgroups, unduplicated students, and students with exceptional needs, will have access to the academic program as outlined in the PCS charter.
ACTIONS TO ACHIEVE GOAL	All academic content areas will be available to all students, including student subgroups, at all grade levels.
MEASURABLE OUTCOME	100% of students, including all subgroups, unduplicated students and students with exceptional needs, will have access to all core and non-core subject content areas offered at PCS.
BASELINE PERFORMANCE LEVEL	During 2018-19, 100% of students, including all subgroups, unduplicated students and students with exceptional needs, enrolled in the academic program as outlined in the PCS charter.

METHODS OF MEASUREMENT	Annual analysis of the number of students enrolled in each subject.
GOAL TO ACHIEVE SUBPRIORITY	Students will receive instruction and opportunities to build technology skills in designated courses and across the curriculum. All students will have access to technology and devices to support optimal learning conditions.
ACTIONS TO ACHIEVE GOAL	All 7 th grade students will be enrolled in a technological literacy course (Study Skills and Technology). School will continue to offer multiple sections of computer science, SSTech, and incorporate technology-based instruction across the curriculum. School will maintain adequate number of devices for student use to support technology integration in learning.
MEASURABLE OUTCOME	100% of students will receive technology instruction and opportunities to build technology skills in designated courses and across the curriculum. All students, including students in all subgroups, will have frequent access to technology and devices to support optimal learning conditions.
BASELINE PERFORMANCE LEVEL	In 2018-2019, 100% of students will receive technology instruction and opportunities to build technology skills in designated courses and across the curriculum. All students, including students in all subgroups, had regular access to technology and devices to support optimal learning conditions.
METHODS OF MEASUREMENT	Student transcripts, master schedule, curriculum guides, SSTech enrollment, computer lab and Chromebook usage records
STATE PRIORITY #8—OTHER STUDENT OUTCOMES	
<i>Pupil outcomes, if available, in the subject areas described above in #7, as applicable.</i>	
SUBPRIORITY A – ENGLISH	
GOAL TO ACHIEVE SUBPRIORITY	All students, including all student subgroups, unduplicated students, and students with exceptional needs, will demonstrate grade level proficiency in English Language Arts/Literacy. All students will take AP English Language during 11 th grade or AP English Literature during 12 th grade.
ACTIONS TO ACHIEVE GOAL	All students at PCS will participate in a rigorous vertically aligned English curriculum which will culminate in students taking AP English Language in 11 th grade and/or AP English Literature in 12 th grade. At each level students will focus on writing, reading, discussion, and vocabulary.
MEASURABLE OUTCOME	Annually, 75% of 7 th , 8 th and 11 th grade students will score Proficient or higher on the CAASPP statewide test in the area of English Language Arts/Literacy. Annually, 75% of 11 th grade students participating will score 3, 4, or 5 on the AP English Language Exam. Annually, 75% of 12 th grade students participating will score 3, 4, or 5 on the AP English Literature Exam.
BASELINE PERFORMANCE LEVEL	In 2018, 86.15% of students in applicable grades, scored proficient or higher on the CAASPP in English Language Arts. In 2018, 84.2% of students taking the AP English Language Exam scored 3, 4, or 5.

METHODS OF MEASUREMENT	Annual CAASPP report, AP results; transcript analysis of PCS students and graduates.
SUBPRIORITY B – MATHEMATICS	
GOAL TO ACHIEVE SUBPRIORITY	All students, including all student subgroups, unduplicated students, and students with exceptional needs, will demonstrate grade level proficiency in mathematics. 100% of PCS graduates will meet or exceed the UC/CSU entrance requirements for Mathematics.
ACTIONS TO ACHIEVE GOAL	All students will participate in a rigorous, vertically aligned curriculum designed to prepare students for AP level mathematics by the 12 th grade.
MEASURABLE OUTCOME	Annually, 75% of 7 th , 8 th and 11 th grade students will score proficient or higher on the CAASPP statewide test in the area of Mathematics. 100% of PCS graduates will meet or exceed the UC/CSU entrance requirements for Mathematics.
BASELINE PERFORMANCE LEVEL	In 2018, 77.07% of students in applicable grades, scored proficient or higher on the CAASPP for Mathematics. In 2018, 100% of the graduating class met or exceeded the UC/CSU entrance requirements for Mathematics.
METHODS OF MEASUREMENT	CAASPP results; transcript analysis of PCS students and graduates.
SUBPRIORITY C – SOCIAL SCIENCES	
GOAL TO ACHIEVE SUBPRIORITY	All students, including all student subgroups, unduplicated students, and students with exceptional needs, will demonstrate grade level skills and content knowledge in World History and US History. All PCS students will complete AP World History and AP US History.
ACTIONS TO ACHIEVE GOAL	All PCS students will participate in a curriculum that is global in its approach and grounded in a chronological study of human activities from ancient times to the present. This includes a three-year World History sequence culminating in AP World History.
MEASURABLE OUTCOME	Annually, 75% of PCS students will demonstrate proficiency in History as demonstrated by semester grades. Annually, 75% of AP World History students will score 3, 4, or 5 on the AP World History Exam. Annually, 75% of AP US History students will score 3, 4, or 5 on the AP US History Exam.
BASELINE PERFORMANCE LEVEL	In 2018, 78% of AP World History students who took the Exam, scored 3, 4, or 5 on the Exam. In 2018, 79.7% of AP US History students who took the Exam, scored 3, 4, or 5 on the Exam.
METHODS OF MEASUREMENT	Analysis of student grades and AP Results.

SUBPRIORITY D – SCIENCE	
GOAL TO ACHIEVE SUBPRIORITY	<p>All students, including all student subgroups, unduplicated students, and students with exceptional needs, will demonstrate grade level skills and content knowledge in the appropriate science class.</p> <p>All PCS graduates will have taken Biology, Chemistry and Physics.</p> <p>75% of 8th and 11th grade students will meet or exceed standards on California Science Test (CAST).</p> <p>100% of PCS students will complete at least one AP lab-based course in the Sciences.</p>
ACTIONS TO ACHIEVE GOAL	All PCS students will participate in a rigorous Science curriculum that focuses on hands on learning and critical thinking. While challenging, this curriculum is designed with the belief that all students can be successful.
MEASURABLE OUTCOME	<p>Annually, 75% of PCS students will demonstrate proficiency in Science as demonstrated by semester grades.</p> <p>Annually, 75% of PCS 8th and 11th grade students will meet or exceed standards on CAST.</p> <p>Annually, 75% of AP science students taking the Exam will score 3, 4, or 5.</p>
BASELINE PERFORMANCE LEVEL	In 2018, 92.3% of AP science students who took the Exam scored 3, 4, or 5. This includes 96.8% of AP Biology, 75% of AP Chemistry, 85.7% of AP Physics 1 and 100% of AP Physics 2.
METHODS OF MEASUREMENT	Analysis of student grades, CAST and AP results.
SUBPRIORITY E – VISUAL AND PERFORMING ARTS	
GOAL TO ACHIEVE SUBPRIORITY	100% of PCS students will take at least 3 years of Visual and performing arts during 9 th -12 th grade.
ACTIONS TO ACHIEVE GOAL	PCS will offer a rich and varied Visual and performing arts curriculum that includes classes in visual arts, drama, choir, dance, and instrumental music.
MEASURABLE OUTCOME	100% of PCS students will take at least 3 years of Visual and performing arts during 9 th -12 th grade.
BASELINE PERFORMANCE LEVEL	In 2019, 100% of PCS graduates completed at least 3 years of Visual and performing arts during 9 th -12 th grade.
METHODS OF MEASUREMENT	Analysis of transcripts.
SUBPRIORITY F – WORLD LANGUAGES	
GOAL TO ACHIEVE SUBPRIORITY	100% of PCS students will take a minimum of 3 years of a single World language.
ACTIONS TO ACHIEVE GOAL	PCS will offer four-year programs in at least four languages, with the 4 th year being an AP Course.
MEASURABLE OUTCOME	100% of PCS students will take a minimum of 3 years of a single World language.

BASELINE PERFORMANCE LEVEL	In 2019, 100% of PCS graduates completed at least 3 years of a single World language.
METHODS OF MEASUREMENT	Analysis of transcripts.

ELEMENT C: MEASURING PUPIL PROGRESS

Governing Law: The method by which pupil progress in meeting those pupil outcomes is to be measured. To the extent practicable, the method for measuring pupil outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card. Education Code Section 47605(b)(5)(C).

ASSESSMENTS

Pacific Collegiate School will meet all statewide standards and will conduct pupil state assessments required pursuant to Education Code Section 60605 and any other statewide standards authorized in statute or pupil assessments applicable to pupils in non-charter public schools.

Schoolwide and student subgroup progress is objectively measured by state-mandated annual assessments within the accountability system for each grade: the California Assessment of Student Performance and Progress, California Science Test (CAST) the California Alternate Assessments (CAA), the Physical Fitness Test (PFT), the English Language Proficiency Assessments for California, and by Advanced Placement exam results.

Progress is also measured by classroom teachers through formative and summative assessments, such as quizzes, essays, projects, performances, portfolios, exhibitions, tests, and exams. Progress is discussed on a regular basis with parents and students. Pacific Collegiate School utilizes a comprehensive database of student progress, discussed below, which is accessible to faculty to monitor and inform instruction.

Special education students are assessed in accordance with their IEP goals, accommodations and/or modifications.

Please refer to the table in Element B of this charter for a description of the assessments Pacific Collegiate School utilizes in its educational program, which are aligned to California's State Priorities and demonstrate multiple measures for each subject area. Pacific Collegiate School affirms that its methods for measuring pupil outcomes for the State Priorities, as described in Element B of this charter, shall be consistent with the way information is reported on a School Accountability Report Card as required by Education Code Section 47605(b)(5)(C).

USE AND REPORTING OF DATA

Pacific Collegiate School teachers, administration and Board also annually review grade distributions, AP scores, state-mandated assessment scores, and SAT scores to identify any patterns or trends that might inform improvements in curriculum and instruction. Grade level teams and the student support team also analyze multiple measures of individual student performance in order to target modifications and strategies for individual students.

The annual School Accountability Report Card (SARC) report is developed and made available to parents and to the public. The annual update to the LCAP will be produced and submitted to the County in accordance with Education Code Sections 47606.5 and 47604.33.

ELEMENT D: GOVERNANCE

Governing Law: The governance structure of the charter school, including, but not limited to, the process to be followed by the charter school to ensure parental involvement. Education Code Section 47605(b)(5)(D).

NON-PROFIT PUBLIC BENEFIT CORPORATION

Pacific Collegiate School is a direct-funded independent charter school that is operated as a California non-profit public benefit corporation pursuant to California law. Pacific Collegiate School operates autonomously from the Santa Cruz County Board of Education and the Santa Cruz County Office of Education (collectively referred to herein as the “County”), with the exception of supervisory oversight as required by statute and other contracted services as negotiated between the County and Pacific Collegiate School. Pursuant to Education Code Section 47604(d), the County shall not be liable for the debts and obligations of Pacific Collegiate School, operated as a California non-profit benefit corporation, or for claims arising from the performance of acts, errors, or omissions by Pacific Collegiate School as long as the County has complied with all oversight responsibilities required by law.

Attached, as **Appendix G**, please find the Pacific Collegiate School Articles of Incorporation, draft Bylaws, and Conflict of Interest Code.

BOARD OF DIRECTORS

Pacific Collegiate School is governed by a corporate Board of Directors (or “Board”) in accordance with its adopted bylaws, which shall be consistent with the terms of this charter. The Pacific Collegiate School Board of Directors is responsible for ensuring the long-term financial stability of the school while advancing the school’s mission and vision.

The Board of Directors shall conduct and direct the affairs of Pacific Collegiate School to fulfill and exercise its powers, subject to the limitations of the California Corporations Code, the Articles of Incorporation, the Bylaws, Pacific Collegiate School policies, and applicable provisions of the Education Code specifically relating to California charter schools. The general and specific powers of the Board are specified in the bylaws. The Board’s responsibilities include but are not limited to the following:

1. Formulation, modification and adherence to the general policies and bylaws of the Charter School
2. The fiscal management of the Charter School, including approving and monitoring the Charter School’s annual budget
3. Operation of the Charter School in accordance with the charter and the law
4. Determining graduation requirements
5. Hiring and evaluation of the Charter School’s Head of School
6. Ensuring the Charter School has a suitable facility in which to operate

Board directors are required, during their three-year terms, to meet the standards laid out in the policy regarding Expectations of Board Members, including the policy provisions concerning

Conflict of Interest

On an annual basis, the Nominations Committee is responsible for evaluating the current and future needs of the Board, and undertaking an extensive selection process to identify prospective board members. The Board shall have no less than seven (7) and no more than seventeen (17) directors depending on the current and future needs of the Board. In accordance with Education Code Section 47604(c), the County may appoint a representative to sit on the Board of Directors. If the County chooses to do so, the Board of Directors may appoint an additional representative, to ensure the Board is maintained with an odd number of directors. New directors are nominated by the Nominations Committee, and subsequently elected to the Board by the Board of Directors. Procedures for the election and removal of Board directors are specified in the bylaws.

The Board may initiate and carry on any program or activity or may otherwise act in a manner which is not in conflict with or inconsistent with or preempted by any law and which are not in conflict with this charter or the purposes for which schools are established.

Pacific Collegiate School shall comply with the Brown Act, Education Code Section 47604.1(c), and Public Records Act.

Pacific Collegiate School has adopted a Conflict of Interest Code which complies with the Political Reform Act, Government Code Section 1090, *et seq.*, as set forth in Education Code Section 47604.1, Corporations Code Conflicts of Interest rules, and which shall be updated with any charter school specific conflicts of interest laws or regulations. As noted above, the Conflict of Interest Code is attached within **Appendix G**. As required, the Conflict of Interest Code has been submitted to the County Board of Supervisors for approval.

PARENT INVOLVEMENT IN GOVERNANCE OF THE SCHOOL

Educational leaders have long recognized the value of parental involvement in educational processes, and the link between parental engagement and individual student achievement. Our own experience has shown us that parental involvement in the school links to individualized student effort, motivation, work habits and behavior. Recognizing this link, the founders of Pacific Collegiate School established a framework that effectively channels parental involvement at almost every level of the organization.

Our individual surveys have shown us that parents who have chosen to send their child to Pacific Collegiate School have already taken steps to become actively involved in their education. Understanding how to further that involvement and make the involvement mutually beneficial to both the school and the parent after their child enrolls is not always easy. While the ultimate goal is to increase student achievement, the school also recognizes the importance of creating a culture of support for faculty and staff while empowering parents to be partners in the education of their children.

In an effort to provide a wide variety of opportunities for parents to become involved in the educational processes at Pacific Collegiate, the school established the Parent Volunteer Association. The Parent Volunteer Association, of which each parent is a member, works under the direction of the Head of School to manage the parent volunteer activities at the school while organizing community fundraising and social/cultural events. The Parent Volunteer Association continually surveys faculty, staff, students and parents in an effort to create new opportunities for parental engagement, and works closely with the Head of School to define the purpose of

parental involvement. Experience has shown us that strong home-school partnerships support student success.

In an effort to better understand how the parent community chooses to engage and support the school with thousands of volunteer hours each year, the Parent Volunteer Association tracks the numbers of parents who volunteer their time at the school, the number and type of activities they choose to become involved in, whether the involvement is sporadic or routine, and the times of the school year, parents are more apt to volunteer their time. The Parent Volunteer Association uses this data to help create additional opportunities for engagement throughout the school year. The goal of the Parent Volunteer Association is to create a mutually beneficial atmosphere where the school is meeting or exceeding its mission by effectively organizing and engaging the parent community, while at the same time creating an understanding by the parent volunteer that they have become an integral part of that process.

The Parent Volunteer Association encourages each family to complete annual service hours in support of the educational processes of the school, however, no student will be excluded from Pacific Collegiate School or school activities due to the failure of his or her parent or legal guardian to fulfill the encouraged annual service hours. Pacific Collegiate School shall notify the parents and guardians of applicant pupils and currently enrolled pupils that parental involvement is not a requirement for acceptance to, or continued enrollment at, the Charter School. The Parent Volunteer Association is not a separate legal entity, but acts pursuant to the authority granted to it by the Head of School and the Board of Directors.

ELEMENT E: EMPLOYEE QUALIFICATIONS

Governing Law: The qualifications to be met by individuals to be employed by the charter school. Education Code Section 47605(b)(5)(E).

TEACHERS

Teachers at Pacific Collegiate shall be required to hold the appropriate Commission on Teacher Credentialing (CTC) certificate, permit, or other document required for the teacher's certificated assignment in accordance with Education Code Section 47605(l). PCS will also comply with applicable requirements as described under the Elementary and Secondary Education Act. A person employed as a teacher in a charter school during the 2019–20 school year would have until July 1, 2025, to obtain that certificate, permit, or other document required for a certificated assignment. Supervision and evaluation of teachers will be conducted by a qualified administrator.

ADMINISTRATORS

PCS is fortunate to attract and retain highly experienced administrators from the education and business sectors who lead the Charter School's operations and management functions. All staff and personnel must demonstrate the abilities to carry out the responsibilities of their positions effectively and must conduct themselves at all times in a manner consistent with the highest standards of personal character and professionalism. The administrative team currently includes the following positions: Head of School, Vice Principal/Dean of Students, Faculty Dean, Special Education Director/Psychologist, and Academic/College Counselor. (See the most recent job descriptions, including employment qualifications, for these positions in Appendix H).

A list of Pacific Collegiate School's current certificated staff is included in **Appendix I**, and current classified staff are included in **Appendix J**.

ELEMENT F: HEALTH AND SAFETY

Governing Law: The procedures that the charter school will follow to ensure the health and safety of pupils and staff. These procedures shall require all of the following:

- 1. That each employee of the charter school furnish the charter school with a criminal record summary as described in Section 44237.*
- 2. The development of a school safety plan, which shall include the safety topics listed in subparagraphs (A) to (H), inclusive, of paragraph (2) of subdivision (a) of Section 32282 and procedures for conducting tactical responses to criminal incidents.*
- 3. That the school safety plan be reviewed and updated by March 1 of every year by the charter school.*

Education Code Section 47605(b)(5)(F).

In order to provide safety for all students and staff, Pacific Collegiate School adopts and implements full health and safety procedures and risk management policies at its school site in consultation with its insurance carriers and risk management experts. PCS maintains a comprehensive set of health and safety policies as part of its School's Safety Plan. These policies are reviewed on a regular basis and updated as necessary, and address the areas of emergency actions for fire, earthquake and bomb threat, medical emergencies or injuries, suspected child abuse and mandatory reporting procedures, CPR certification of teachers, administering medications, exclusion of tobacco, drugs and alcohol by students and staff on campus or at school events, seismic safety and earthquake preparedness, natural disasters and emergencies, and the maintenance of adequate property and liability insurance protection by PCS. A complete copy of the School Safety Plan is always available upon request.

The following is a summary of the health and safety policies of Pacific Collegiate School:

PROCEDURES FOR BACKGROUND CHECKS

Employees and contractors of Pacific Collegiate School are required to submit to a criminal background check and to furnish a criminal record summary as required by Education Code Sections 44237 and 45125.1. Applicants for employment must submit two sets of fingerprints to the California Department of Justice for the purpose of obtaining a criminal record summary. The Charter School shall not hire any person, in either a certificated or classified position, who has been convicted of a violent or serious felony except as otherwise provided by law, pursuant to Education Code Sections 44830.1 and 45122.1. The Head of School of Pacific Collegiate School shall monitor compliance with this policy and report to the Board of Directors on a regular basis. The Board President shall monitor the fingerprinting and background clearance of the Head of School. Volunteers who will volunteer outside of the direct supervision of a credentialed employee shall be fingerprinted and receive background clearance prior to volunteering without the direct supervision of a credentialed employee.

ROLE OF STAFF AS MANDATED CHILD ABUSE REPORTERS

All non-certificated and certificated staff are mandated child abuse reporters and follow all applicable reporting laws. The Charter School shall provide mandated reporter training to all

employees annually in accordance with Education Code Section 44691.

TUBERCULOSIS RISK ASSESSMENT AND EXAMINATION

Employees, and volunteers who have frequent or prolonged contact with students, will be assessed and examined (if necessary) for tuberculosis prior to commencing employment and working with students, and for employees at least once each four years thereafter, as required by Education Code Section 49406.

IMMUNIZATIONS

All enrolled students and staff are required to provide records documenting immunizations as is required at public schools pursuant to Health and Safety Code Sections 120325-120375, and Title 17, California Code of Regulations Sections 6000-6075. All rising 7th grade students must be immunized with a pertussis (whooping cough) vaccine booster as well provide confirmation that the student has had two immunizations of the varicella (Chickenpox) vaccine.

MEDICATION IN SCHOOL

Pacific Collegiate School adheres to Education Code Section 49423 regarding administration of medication in school. The Charter School will adhere to Education Code Section 49414 regarding epinephrine auto-injectors and training for staff members.

VISION, HEARING, AND SCOLIOSIS

Students must be screened for vision, hearing and scoliosis. Pacific Collegiate School will adhere to Education Code Section 49450, *et seq.*, as applicable to the grade levels served by the Charter School.

DIABETES

Pacific Collegiate School provides an information sheet regarding type 2 diabetes to the parent or guardian of incoming 7th grade students, pursuant to Education Code Section 49452.7. The information sheet includes, but is not limited to, all of the following:

1. A description of type 2 diabetes.
2. A description of the risk factors and warning signs associated with type 2 diabetes.
3. A recommendation that students displaying or possibly suffering from risk factors or warning signs associated with type 2 diabetes should be screened for type 2 diabetes.
4. A description of treatments and prevention methods of type 2 diabetes.
5. A description of the different types of diabetes screening tests available.

SUICIDE PREVENTION POLICY

The Charter School shall maintain a policy on student suicide prevention in accordance with Education Code Section 215. The Charter School shall review, at minimum every fifth year, its policy on pupil suicide prevention and, if necessary, update its policy.

PREVENTION OF HUMAN TRAFFICKING

By January 1, 2020, the Charter School shall identify and implement the most appropriate methods of informing parents and guardians of students in grades 6 through 12 of human trafficking prevention resources.

FEMININE HYGIENE PRODUCTS

The Charter School will stock at least 50% of its restrooms with feminine hygiene products, and shall not charge students for these products, pursuant to Education Code Section 35292.6 (if applicable).

NUTRITIONALLY ADEQUATE FREE OR REDUCED-PRICE MEAL

The Charter School shall provide each needy student, as defined in Education Code Section 49552, with one nutritionally adequate free or reduced-price meal, as defined in Education Code Section 49553(a), during each school day.

CALIFORNIA HEALTHY YOUTH ACT

The Charter School shall teach sexual health education and human immunodeficiency virus (“HIV”) prevention education to students in grades 7-12, at least once in middle school and at least once in high school, pursuant to the California Healthy Youth Act (Education Code Section 51930, *et seq.*).

SCHOOL SAFETY PLAN

The Charter School shall adopt a School Safety Plan, to be reviewed and updated by March 1 of every year, which shall include identifying appropriate strategies and programs that will provide or maintain a high level of school safety and address the Charter School’s procedures for complying with applicable laws related to school safety, including the development of all of the following pursuant to Education Code Section 32282(a)(2)(A)-(H):

- child abuse reporting procedures
- routine and emergency disaster procedures
- policies for students who committed an act under Section 48915 and other Charter School-designated serious acts leading to suspension, expulsion, or mandatory expulsion recommendations
- procedures to notify teachers of dangerous students pursuant to Education Code Section 49079
- a discrimination and harassment policy consistent with Education Code Section 200
- provisions of any schoolwide dress code that prohibits students from wearing “gang-related apparel,” if applicable
- procedures for safe ingress and egress of pupils, parents, and employees to and from the

Charter School

- a safe and orderly environment conducive to learning
- procedures for conducting tactical responses to criminal incidents

EMERGENCY PREPAREDNESS

The Charter School shall adhere to an Emergency Preparedness Handbook drafted specifically to the needs of the facility in conjunction with law enforcement and the Fire Marshal. This handbook shall include, but not be limited to the following responses: fire, flood, earthquake, terrorist threats, and hostage situations.

BLOOD BORNE PATHOGENS

Pacific Collegiate School meets state and federal standards for dealing with blood borne pathogens and other potentially infectious materials in the workplace. The Board maintains a written infectious control plan designed to protect employees and students from possible infection due to contact with blood borne viruses, including human immunodeficiency virus and hepatitis B virus (“HBV”).

Whenever exposed to blood or other bodily fluids through injury or accident, staff and students shall follow the latest medical protocol for disinfecting procedures.

DRUG-, ALCOHOL-, AND SMOKE-FREE ENVIRONMENT

Pacific Collegiate School functions as a drug-, alcohol-, and smoke-free environment.

FACILITY SAFETY

Pacific Collegiate School complies with Education Code Section 47610 by either utilizing facilities that are compliant with the Field Act or facilities that are compliant with the California Building Standards Code. Pacific Collegiate School tests sprinkler systems, fire extinguishers, and fire alarms annually at its facilities to ensure that they are maintained in an operable condition at all times. Pacific Collegiate School conducts fire drills as required under Education Code Section 32001.

COMPREHENSIVE ANTI-DISCRIMINATION AND HARASSMENT POLICIES AND PROCEDURES

Pacific Collegiate School is committed to providing a school that is free from discrimination and sexual harassment, as well as any harassment based upon the actual or perceived characteristics of race, religion, creed, color, gender, gender identity, gender expression, nationality, national origin, ancestry, ethnic group identification, genetic information, age, medical condition, marital status, sexual orientation, sex and pregnancy, physical or mental disability, childbirth or related medical conditions, military and veteran status, denial of family and medical care leave, or on the basis of a person’s association with a person or group with one or more of these actual or perceived characteristics, or any other basis protected by federal, state, local law, ordinance or regulation. Pacific Collegiate School maintains a comprehensive policy to prevent and immediately remediate any concerns about discrimination or harassment at the school (including

employee to employee, employee to student, and student to employee misconduct). Misconduct of this nature is very serious and will be addressed in accordance with Pacific Collegiate School's discrimination and harassment policies.

BULLYING PREVENTION

By December 31, 2019, the Charter School shall adopt procedures for preventing acts of bullying, including cyberbullying. The Charter School shall annually make available the online training module developed by the CDE pursuant to Education Code Section 32283.5(a) to certificated school site employees and all other school site employees who have regular interaction with children.

ELEMENT G: RACIAL AND ETHNIC BALANCE

Governing Law: The means by which the charter school will achieve a racial and ethnic balance among its pupils that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted. Education Code Section 47605(b)(5)(G).

Each and every student enrolled in Pacific Collegiate School, regardless of race, ethnicity, language ability, special needs, wealth, prior academic achievement, or any characteristic listed in Education Code Section 220, has access to a rigorous, college preparatory curriculum rich in Advanced Placement (AP) courses. This combination of open access coupled with high academic standards and proven achievement by students of diverse abilities has consistently resulted in greater demand for admission than seats available, which is addressed through an annual lottery (See Element H: Admission Policies and Procedures).

Like all California public institutions, PCS is prohibited by law from instituting admissions policies that promote enrollment of children of a particular racial or ethnic group. Yet the school remains steadfast in its commitment to developing a diverse student body that is reflective of the racial and ethnic balance of the general population residing within the territorial jurisdiction of the Santa Cruz City Schools Secondary District, where PCS' original charter petition was submitted. The PCS Diversity Plan, included in **Appendix K**, acts as a roadmap providing structure to this commitment.

Key to the implementation of the Diversity Plan is the Board's continued allocation of funds for an Outreach Coordinator (PCS is perhaps the only school in the area to do so) and the establishment of the Diversity Oversight Committee (DOC). The Outreach Coordinator is a member of the DOC and both work together with the Head of School to execute the Plan, evaluate progress and recommend adjustments as needed to meet specific milestones.

The Diversity Plan's multi-faceted approach to advancing awareness and interest in the school's mission and program advocates extensive outreach to Santa Cruz area students and their families. The Diversity Plan acknowledges that all these efforts will take time and continued collaboration with our local school district and County Office of Education. Through a variety of community service programs, PCS students have served as mentors to younger students and the bond of friendship and trust created helps to encourage interest in enrollment amongst a broad cross-section of the community. Through the direct efforts of the DOC, PCS participates in the Santa Cruz Live Oak Collaborative meetings to promote college-bound communities and also maintains on-going relationships with the UCSC Education Partnership Center, the Boys and Girls Club of Santa Cruz, the Beach Flats Community Center, and the Davenport Resource Center. These outreach efforts have allowed PCS to begin to establish important relationships within the Santa Cruz community. For example, beginning in the spring of 2014, PCS has partnered with Barrios Unidos in an after-school program located on the PCS campus. Twice a week, students from Barrios Unidos were transported to PCS where PCS volunteer students and staff work with them on homework, study skills, and targeted instruction in reading and math. In the summer of 2019, PCS partnered with the Davenport Resource Center and local technology company, Looker, to provide a summer coding camp for students in grades 4-6. This successful camp allowed a diverse group of potential future students to familiarize themselves with the PCS

campus, as they learned valuable coding skills. We look forward to exploring more ways in which PCS can partner with local schools and community organizations to provide educational opportunities for children in Santa Cruz County.

Information about Pacific Collegiate School and upcoming events are available to everyone on our website (<http://www.pacificcollegiate.com/>) and in the local newspapers. Information and announcements are also distributed to area schools, community centers, libraries, after-school programs, health clinics, religious institutions and other areas where students and families of diverse backgrounds might be reached. Prior to the annual lottery, which is typically held in the spring, we conduct eight to ten information meetings for students and their families that are spread across several months and held in locations that span Santa Cruz County, including community spaces in Watsonville, Live Oak, and Beach Flats. These meetings are widely advertised in English as well as Spanish, and all materials are translated in Spanish. Spanish language interpretation is available at each meeting and two to three of these meetings take place on Saturdays.

Creating a welcoming culture where diversity is valued is also a key component in attracting a diverse student body. Pacific Collegiate School hires staff and faculty who respect all students. The school invests in training that helps align individual faculty and department goals with the diversity goals of the school. Students are expected to treat each other fairly and respectfully. The school program's international emphasis is used sensitively to raise awareness of race and ethnicity within the context of academic inquiry. The 2020-2025 Diversity Plan includes several professional development and student learning opportunities to foster an inclusive and welcoming school community.

In a sincere effort to build a more diverse student population, the PCS Board of Directors approved a pilot program that would, from 2011-2014, address student diversity by directly affecting lottery selections. With the goal of increasing racial and socio-economic diversity, the PCS Pilot Lottery Study – beginning with the admission lottery for the 2011-2012 school year – set aside either 10% of available slots or five seats, whichever number was greater, for children who would be the first in their family to attend college. (For purposes of this program, a 'first-generation college-bound applicant' is defined as one whose parents' or chief guardians' highest level of education is less than an Associate's Degree). We continue to make inroads in this area, increasing the number of available seats reserved for first-generation college bound applicants in the public random drawing from 10% to 15% in 2014-2019 (see more information in Element H).

The first to college lottery has now run for eight years, and PCS has seen some increase in the diversity of its student population. For example, as of the state's CALPADS reporting dates in October of 2011 and 2012, the percentage of Hispanic/Latino students in Grades 7, 8, and 9 at PCS was markedly higher than in other grades, as the table below suggests. The table also indicates overall growth in the school's Hispanic/Latino student population when compared to October 2010, the last count prior to the introduction of the FTC Lottery.

PERCENTAGE OF PCS STUDENTS REPORTED AS HISPANIC/LATINO

Date	Grade 7	Grade 8	Grade 9	Grade 10	Grade 11	Grade 12	Total
10/10	5.0	10.2	6.7	12.6	12.3	5.5	9.0
10/11	17.0	13.6	11.4	4.7	10.7	10.4	11.4
10/12	21.6	16.1	11.4	13.1	5.9	11.0	13.2
10/13	13.5	20.5	17.0	11.8	14.7	16.1	14.0
10/14	15.4	14.1	18.2	17.0	16.7	15.5	16.1
10/15	15.2	15.0	13.0	14.4	14.8	12.9	14.3
10/16	6.5	18.7	18.7	14.1	18.3	14.9	15.1
10/17	17.4	7.6	18.5	16.5	15.0	16.9	15.3
10/18	11.0	18.3	6.5	16.5	18.2	16.7	14.5
*9/19	16.3	10.9	19.6	9.9	14.1	16.7	14.5

*Preliminary data, will be updated as of CBEDS 10/19.

Similarly, PCS has seen a decline in the percentage of students reporting as White in Grade 7 after four First to College lotteries and in Grades 8, 9, and 10 as it absorbed enrollees earlier first to college lotteries (bold face below):

PERCENTAGE OF PCS STUDENTS REPORTED AS WHITE

Date	Grade 7	Grade 8	Grade 9	Grade 10	Grade 11	Grade 12	Total
10/10	86.3	73.9	69.7	74.7	75.3	81.8	76.5
10/11	65.9	71.6	72.7	67.1	72.6	72.7	70.4
10/12	65.9	65.5	72.3	72.6	70.6	76.8	70.6
10/13	64.0	64.8	63.6	69.4	66.6	72.0	66.6
10/14	70.3	65.2	67.0	68.2	71.8	66.2	68.1
10/15	76.1	72.0	71.7	71.1	66.7	72.9	71.8
10/16	78.3	75.8	64.8	67.4	64.6	67.6	69.9
10/17	60.9	77.2	73.9	64.8	67.7	66.2	68.5
10/18	69.2	61.3	76.1	74.7	59.1	70.0	68.4
*9/19	69.6	69.6	59.8	74.7	73.9	60.7	69.3

*Preliminary data, will be updated as of CBEDS 10/19.

These shifts in student diversity demonstrate some progress as the combined impact of both the first to college lottery and the outreach efforts of the school. The adoption and sustained implementation of PCS' comprehensive Diversity Plan, which provides a positive framework for meeting diversity goals through its five standards – Planning, Structural Diversity, Classroom Diversity and Academic Success, Campus Culture and Assessment – has yielded some positive results. These results have, in turn, been further amplified by the school's admissions preferences.

However, as past measures have not resulted in PCS enrollment reflecting the diversity of the surrounding Santa Cruz community, our 2020-2025 Diversity Plan proposes several bold measures to increase diversity. These include measures to recruit a more diverse student population, build mechanisms for student support, recruit diverse school leadership, build an inclusive and supportive school culture, and refine data collection and evaluation to support the success of underrepresented students at PCS (see Diversity Plan in Appendix K). Because diversity continues to be a priority at PCS, it is the goal of this most recent Diversity Plan to substantively move PCS enrollment toward parity with our surrounding community and schools.

ELEMENT H: ADMISSION POLICIES AND PROCEDURES

Governing Law: Admission policies and procedures, consistent with [Education Code Section 47605] subdivision (d). Education Code Section 47605(b)(5)(H).

There are no admission requirements to attend PCS, with the exception of California residency and the maximum age limits required by law. (Title 5 California Code of Regulations Section 11960(c)). After an offer of admission is made, the enrollment process will include diagnostic testing and examination of a student's performance history to ensure appropriate placement in classes and targeted assistance as needed.

Pacific Collegiate School shall admit all pupils who wish to attend the school, subject only to capacity, and any pupil attending Pacific Collegiate School may continue to attend Pacific Collegiate School in the following year. PCS will be nonsectarian in its programs, admission policies, and all other operations, and will not charge tuition nor discriminate against any student on the basis of any characteristic described in Education Code Section 220. Admission, except in the case of a public random drawing, shall not be determined by the place of residence of the pupil or his or her parent or legal guardian within the state. In accordance with Education Code Sections 49011 and 47605(d)(2)(B)(iv), admission preferences shall not require mandatory parental volunteer hours as a criterion for admission or continued enrollment.

In accordance with Education Code Section 47605(d)(4)(A), the Charter School shall not discourage a pupil from enrolling or seeking to enroll in the charter school for any reason, including, but not limited to, academic performance of the pupil or because the pupil exhibits any of the characteristics described in Education Code Section 47605(d)(2)(B)(iii), including pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or pupils who are economically disadvantaged, as determined by eligibility for any free or reduced-price meal program, foster youth, or pupils based on nationality, race, ethnicity, or sexual orientation. Similarly, in accordance with Section 47605(d)(4)(C), the Charter School shall not encourage a pupil currently attending the Charter School to disenroll from the Charter School or transfer to another school for any reason, including, but not limited to the academic performance of the pupil or because the pupil exhibits any of the characteristics described in Education Code Section 47605(d)(2)(B)(iii), as listed above.

Pursuant to Education Code Section 47605(d)(4)(D), the Charter School shall post a notice developed by the CDE on the Charter School website, outlining the requirements of Section 47605(d)(4), and make this notice available to parents.

PUBLIC RANDOM DRAWING

Applications will be accepted during a publicly advertised open enrollment period each year for enrollment in the following school year. Following the open enrollment period each year, applications shall be counted to determine whether any grade level has received more applications than availability. If the number of new pupils who wish to attend Pacific Collegiate School exceeds Pacific Collegiate School's openings for any grade, admission shall be determined by a public random drawing (or "lottery"), with the exception of existing students, who are guaranteed admission in the following school year. The lottery is typically held in the

spring following the open enrollment period.

For the purposes of schedule development and class assignment, and for the purpose of clarifying the meaning of the term “Section” for purposes of this Element H, for middle school grades PCS typically accounts for enrollment by section; each such section representing a single class and teacher assignment, which have varied from 20-24 students each in the past. For example, in recent school years PCS has maintained 4 middle school Sections, divided proportionally among the total number of pupils in each grade (e.g. 4 separate English 8 classes of 23 students, 4 separate Science 7 classes of 23 students, etc.). Preference in the public random drawing for sixth-grade shall be given to the following students in the following order:

SIXTH-GRADE PREFERENCE:

1. Applicants From Traditionally Underrepresented Populations. An initial preference shall be given to applicants from traditionally underrepresented populations. The number of such preferential enrollment seats shall be as follows: (a) fifty percent (50%) of the total number of seats if PCS is enrolling one (1) section; and (b) thirty percent (30%) of the total number of seats if PCS is enrolling two (2) or more sections, further prioritized as follows:
 - a. A first rank priority shall be established for applicants who are siblings of current pupils of Pacific Collegiate School **and both** an FRPM eligible applicant **and** a first-generation college-bound applicant.
 - b. A second rank priority (if space remains after the application of the first rank ranking preference) shall be established for non-sibling applicants who are **both** an FRPM eligible applicant **and** a first-generation college-bound applicant.
 - c. A third rank priority (if space remains after the application of the first two ranking preferences) shall be established for applicants who are siblings of current pupils of Pacific Collegiate School **and either** an FRPM eligible applicant **or** a first-generation college-bound applicant.
 - d. A fourth ranking priority (if space remains after the application of the first three ranking preferences) shall be established for non-sibling applicants who are **either** an FRPM eligible applicant **or** a first-generation college-bound applicant.
An “FRPM eligible applicant” is defined as an applicant eligible for free or reduced price meals for under the regulations and guidelines used by schools, institutions, and facilities participating in the National School Lunch Program. A “first-generation college-bound applicant” is defined as one whose parents’ or chief guardians’ highest level of education is less than a Bachelor’s Degree. An eligible applicant for this preference who is not selected may then receive preference in the lottery in accordance with other preferences listed below.
2. Children of current faculty or staff of Pacific Collegiate School.
3. Children of those current or past members of the PCS Board of Directors who served or committed to serve a full term on the Board of Directors, and who have met other prerequisites as may be defined by the Board of Directors pursuant to adopted policy, but limited to those members that actively served as members on or after July 1, 2019.

4. Siblings of current pupils of Pacific Collegiate School, or surviving siblings of any student deceased while enrolled at Pacific Collegiate School.
5. Children of any other current or past members of the PCS Board of Directors who served or committed to serve a full term on the Board of Directors, and who have met other prerequisites as may be defined by the Board of Directors pursuant to adopted policy.
6. Residents of the Santa Cruz City Secondary Schools District. In-district applicants are awarded a weighted advantage in the lottery process such that their chances of being selected are greater than those of out-of-district applicants.

GRADES 7 - 12:

Preference in the public random drawing for Grades 7-12 shall be given to the following students in the following order:

1. Applicants From Traditionally Underrepresented Populations. Thirty percent (30%) of seats in the 7th Grade are reserved for applicants to the 7th Grade from traditionally underrepresented populations, further prioritized as follows:
 - a. A first rank priority for this preference shall be established for applicants who are siblings of current pupils of Pacific Collegiate School **and both** an FRPM eligible applicant **and** a first-generation college-bound applicant.
 - b. A second rank priority (if space remains after the application of the first ranking preference) shall be established for non-sibling applicants to the 7th grade who are **both** an FRPM eligible applicant **and** a first-generation college-bound applicant.).
 - c. A third rank priority (if space remains after the application of the first two ranking preferences) shall be established for applicants who are siblings of current pupils of Pacific Collegiate School **and either** an FRPM eligible applicant **or** a first-generation college-bound applicant.
 - d. A fourth ranking priority (if space remains after the application of the first three ranking preferences) shall be established for non-sibling applicants who are **either** an FRPM eligible applicant **or** a first-generation college-bound applicant.
 An “FRPM eligible applicant” is defined as an applicant eligible for free or reduced price meals for under the regulations and guidelines used by schools, institutions, and facilities participating in the National School Lunch Program. A “first-generation college-bound applicant” is defined as one whose parents’ or chief guardians’ highest level of education is less than a Bachelor’s Degree. An eligible applicant for this preference who is not selected may then receive preference in the lottery in accordance with other preferences listed below. This preference for grade 7 shall only be applicable so long as PCS maintains less than (4) sections of sixth-grade enrollment. If PCS maintains four (4) or more Sections of sixth-grade enrollment, the preference for traditionally underrepresented applicants shall be applicable only to sixth-grade enrollment pursuant to the sixth-grade preferences above and this section shall not apply.
2. Children of current faculty or staff of Pacific Collegiate School.

3. Siblings of current pupils of Pacific Collegiate School, or surviving siblings of any student deceased while enrolled at Pacific Collegiate School.
4. Children of current or past members of the PCS Board of Directors who served or committed to serve a full term on the Board of Directors, and who met other prerequisites as may be defined by the Board of Directors pursuant to adopted policy.
5. Residents of the Santa Cruz City Secondary Schools District. In-district applicants are awarded a weighted advantage in the lottery process such that their chances of being selected are greater than those of out-of-district applicants.

The Charter School and the County agree to adhere to the requirements related to admission preferences as set forth in Education Code Section 47605(d)(2)(B)(i)-(iv).

The Board of Directors will take all necessary efforts to ensure lottery procedures are fairly executed. Lottery spaces are pulled in order of grade level by the designated lottery official (appointed by the Head of School). Separate lotteries shall be conducted for each grade in which there are fewer vacancies than pupils interested in attending. There is no weighted priority assigned to the preference categories; rather, within each grade level, students will be drawn from pools beginning with all applicants who qualify for the first preference category, and shall continue with that preference category until all vacancies within that grade level have been filled. If there are more students in a preference category than there are spaces available, a random drawing will be held from within that preference category until all available spaces are filled. If all students from the preference category have been selected and there are remaining spaces available in that grade level, students from the second preference category will be drawn in the lottery, and the drawing shall continue until all spaces are filled and preference categories are exhausted in the order provided above.

WAIT-LIST

At the conclusion of the public random drawing, all students who were not granted admission due to capacity shall be given the option to put their name on a wait-list according to their draw in the lottery. This wait-list will allow students the option of enrollment in the case of an opening during the current school year. In no circumstance will a wait-list carry over to the following school year.

ELEMENT I: FINANCIAL AUDIT

Governing Law: The manner in which annual, independent, financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority. Education Code Section 47605(b)(5)(I).

An annual independent financial audit of the books and records of Pacific Collegiate School will be conducted as required by Education Code Sections 47605(b)(5)(I) and 47605(m). The books and records of Pacific Collegiate School will be kept in accordance with generally accepted accounting principles and, as required by applicable law, the audit will employ generally accepted accounting procedures. The audit shall be conducted in accordance with applicable provisions within the California Code of Regulations governing audits of charter schools as published in the State Controllers K-12 Audit Guide.

The PCS Finance committee will select an independent auditor through a request for proposal format. The auditor will have, at a minimum, a CPA and educational institution audit experience and approved by the State Controller on its published list as an educational audit provider. To the extent required under applicable federal law, the audit scope will be expanded to include items and processes specified in applicable Office of Management and Budget Circulars.

The annual audit will be completed and forwarded to the County, the State Controller, and to the CDE by the 15th of December of each year. The Head of School, along with the Finance committee, will review any audit exceptions or deficiencies and report to the Pacific Collegiate School Board of Directors with recommendations on how to resolve them. The Board will submit a report to the County describing how the exceptions and deficiencies have been or will be resolved to the satisfaction of the County along with an anticipated timeline for the same. Appeals or requests for summary review shall be submitted to the Education Audit Appeals Panel. The independent financial audit of the Pacific Collegiate School is public record to be provided to the public upon request.

Pursuant to Education Code Section 47604.3, Pacific Collegiate School will promptly respond to all reasonable inquiries, including, but not limited to inquiries regarding its financial records from the County. Pacific Collegiate School will automatically submit all financial reports required under Education Code Section 47604.33 and 47605(m). Pacific Collegiate School recognizes the right of the County to conduct random inspections of Pacific Collegiate School pursuant to Education Code Section 47607.

ELEMENT J: SUSPENSION AND EXPULSION PROCEDURES

***Governing Law:** The procedures by which pupils can be suspended or expelled from the charter school for disciplinary reasons or otherwise involuntarily removed from the charter school for any reason. These procedures, at a minimum, shall include an explanation of how the charter school will comply with federal and state constitutional procedural and substantive due process requirements that is consistent with all of the following:*

(i) For suspensions of fewer than 10 days, provide oral or written notice of the charges against the pupil and, if the pupil denies the charges, an explanation of the evidence that supports the charges and an opportunity for the pupil to present the pupil's side of the story.

(ii) For suspensions of 10 days or more and all other expulsions for disciplinary reasons, both of the following:

(I) Provide timely, written notice of the charges against the pupil and an explanation of the pupil's basic rights.

(II) Provide a hearing adjudicated by a neutral officer within a reasonable number of days at which the pupil has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel or an advocate.

(iii) Contain a clear statement that no pupil shall be involuntarily removed by the charter school for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five school days before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil's parent or guardian or, if the pupil is a foster child or youth or a homeless child or youth, the pupil's educational rights holder, and shall inform the pupil, the pupil's parent or guardian, or the pupil's educational rights holder of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil's parent, guardian, or educational rights holder initiates the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until the charter school issues a final decision. For purposes of this clause, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii). Education Code Section 47605(b)(5)(J).

POLICY

Students shall not be suspended or expelled for academic failure. Students shall only be suspended or expelled for violations described in the PCS Pupil Suspension and Expulsion Policy.

This Pupil Suspension and Expulsion Policy has been established in order to promote learning and protect the safety and well-being of all students at Pacific Collegiate School. In creating this policy, Pacific Collegiate School has reviewed Education Code Section 48900 *et seq.* which describes the non-charter schools' list of offenses and procedures to establish its list of offenses and procedures for suspensions and expulsions. The language that follows closely mirrors the language of Education Code Section 48900 *et seq.* Pacific Collegiate School is committed to annual review of policies and procedures surrounding suspensions and expulsions and, as

necessary, modification of the lists of offenses for which students are subject to suspension or expulsion.

When the Policy is violated, it may be necessary to suspend or expel a student from regular classroom instruction. This policy shall serve as Pacific Collegiate School's policy and procedures for student suspension and expulsion and it may be amended from time to time without the need to amend the charter so long as the amendments comport with legal requirements. Pacific Collegiate School staff shall enforce disciplinary rules and procedures fairly and consistently among all students. This Policy and its Procedures will be printed and distributed as part of the Student Handbook and will clearly describe discipline expectations. 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 the 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 school property.

Pacific Collegiate School administration shall ensure that students and their parents/guardians are notified in writing upon enrollment of all discipline and involuntary removal policies and procedures. The notice shall state that school policies and procedures are available in the student handbook, on our website, and by request at the Head of School's office.

Suspended or expelled students shall be excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion.

A student identified as an individual with disabilities or for whom Pacific Collegiate School has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities Education Improvement Act of 2004 or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to general education students except when federal and state law mandates additional or different procedures. Pacific Collegiate School will follow all applicable federal and state laws including but not limited to the Education Code, when imposing any form of discipline on a student identified as an individual with disabilities or for whom Pacific Collegiate School has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students.

No student shall be involuntarily removed by the Charter School for any reason unless the parent or guardian of the student has been provided written notice of intent to remove the student no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the student or the student's parent or guardian or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder, and shall inform him or her of the basis for which the pupil is being involuntarily removed and his or her right to request a hearing to challenge the involuntary removal. If a parent, guardian, or educational rights holder requests a hearing, the Charter School shall utilize the same hearing procedures specified below for expulsions, before the effective date of the action to involuntarily remove the student. If the student's parent, guardian, or educational rights holder requests a hearing, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include removals for misconduct which may be grounds for suspension or expulsion as enumerated below.

PROCEDURES

A. Grounds for Suspension and Expulsion of Students

A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at any time including but not limited to: a) while on school grounds; b) while going to or coming from school; c) during the lunch period, whether on or off the school campus; d) during, going to, or coming from a school-sponsored activity.

B. Enumerated Offenses

1. Discretionary Suspension Offenses. Students may be suspended for any of the following acts when it is determined the pupil:
 - a. Caused, attempted to cause, or threatened to cause physical injury to another person.
 - b. Willfully used force or violence upon the person of another, except self-defense.
 - c. Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind.
 - d. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
 - e. Committed or attempted to commit robbery or extortion.
 - f. Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
 - g. Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
 - h. Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil.
 - i. Committed an obscene act or engaged in habitual profanity or vulgarity.
 - j. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
 - k. Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties.
 - l. Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.

- m. Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- n. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- o. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- p. Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, “hazing” means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, “hazing” does not include athletic events or school-sanctioned events.
- q. Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this section, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family’s safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or his or her immediate family.
- r. Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual’s academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- s. Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- t. Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating

substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.

- u. Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
 - i. “Bullying” means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
 1. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student’s or those students’ person or property.
 2. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
 3. Causing a reasonable student to experience substantial interference with his or her academic performance.
 4. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
 - ii. “Electronic Act” means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
 1. A message, text, sound, video, or image.
 2. A post on a social network application or web site including, but not limited to:
 - a. Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
 - b. Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. “Credible impersonation” means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that

another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.

- c. Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. “False profile” means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.

3. An act of cyber sexual bullying.

- a. For purposes of this clause, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
- b. For purposes of this clause, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
- c. Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

- v. A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1)(a)-(b).

- w. Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Head of School or designee’s concurrence.

2. Non-Discretionary Suspension Offenses: Students must be suspended and recommended for expulsion for any of the following acts when it is determined the pupil:

- a. Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Head of School or designee's concurrence.
 - b. Brandishing a knife at another person.
 - c. Unlawfully selling a controlled substance listed in Health and Safety Code Section 11053, et seq.
 - d. Committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900(n).
3. Discretionary Expellable Offenses: Students may be recommended for expulsion for any of the following acts when it is determined the pupil:
- a. Caused, attempted to cause, or threatened to cause physical injury to another person.
 - b. Willfully used force or violence upon the person of another, except self-defense.
 - c. Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
 - d. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
 - e. Committed or attempted to commit robbery or extortion.
 - f. Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
 - g. Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
 - h. Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil.
 - i. Committed an obscene act or engaged in habitual profanity or vulgarity.
 - j. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
 - k. Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
 - l. Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.

- m. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- n. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- o. Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, “hazing” means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, “hazing” does not include athletic events or school-sanctioned events.
- p. Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this section, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family’s safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or his or her immediate family.
- q. Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual’s academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- r. Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- s. Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.

- t. Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
 - i. “Bullying” means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
 - 1. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student’s or those students’ person or property.
 - 2. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
 - 3. Causing a reasonable student to experience substantial interference with his or her academic performance.
 - 4. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
 - ii. “Electronic Act” means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
 - 1. A message, text, sound, video, or image.
 - 2. A post on a social network application or Internet Web site including, but not limited to:
 - a. Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
 - b. Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. “Credible impersonation” means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.

- c. Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. “False profile” means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
- 3. An act of cyber sexual bullying.
 - a. For purposes of this clause, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
 - b. For purposes of this clause, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
 - iii. Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
 - u. A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (3)(a)-(b).
 - v. Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Head of School or designee’s concurrence.
- 4. Non-Discretionary Expellable Offenses: Students must be recommended for expulsion for any of the following acts when it is determined pursuant to the procedures below that the pupil:
 - a. Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Head of School or designee’s concurrence.

- b. Brandishing a knife at another person.
- c. Unlawfully selling a controlled substance listed in Health and Safety Code Section 11053, et seq.
- d. Committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900(n)

If it is determined by the Administrative Panel and/or Board of Directors that a student has brought a firearm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or dangerous device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994. In such instances, the pupil shall be provided due process rights of notice and a hearing as required in this policy.

The term “firearm” means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.

The term “destructive device” means (A) any explosive, incendiary, or poison gas, including but not limited to: (i) bomb, (ii) grenade, (iii) rocket having a propellant charge of more than four ounces, (iv) missile having an explosive or incendiary charge of more than one-quarter ounce, (v) mine, or (vi) device similar to any of the devices described in the preceding clauses.

C. Suspension Procedure

Suspensions shall be initiated according to the following procedures:

1. Conference

Suspension shall be preceded, if possible, by a conference conducted by the Head of School or the Head of School’s designee with the student and his or her parent and, whenever practical, the teacher, supervisor or Pacific Collegiate School employee who referred the student to the Head of School or designee.

The conference may be omitted if the Head of School or designee determines that an emergency situation exists. An “emergency situation” involves a clear and present danger to the lives, safety or health of students or Pacific Collegiate School personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student’s right to return to school for the purpose of a conference.

At the conference, the pupil shall be informed of the reason for the disciplinary action and the evidence against him or her and shall be given the opportunity to present his or her version and evidence in his or her defense, in accordance with Education Code Section 47605(b)(5)(J)(i). This conference shall be held within two school days, unless the pupil waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization. No penalties may be imposed on a pupil for failure of the pupil’s parent or guardian to attend a conference with Pacific Collegiate School officials. Reinstatement of the suspended pupil shall not be contingent upon attendance by the pupil’s parent or guardian at the conference.

2. Notice to Parents/Guardians

At the time of the suspension, an administrator or designee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense committed by the student. In addition, the notice may also state the date and time when the student may return to school. If Pacific Collegiate School officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

3. Suspension Time Limits/Recommendation for Expulsion

Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension. Upon a recommendation of expulsion by the Head of School or Head of School's designee, the pupil and the pupil's guardian or representative will be invited to a conference to determine if the suspension for the pupil should be extended pending an expulsion hearing. This determination will be made by the Head of School or designee upon either of the following: 1) the pupil's presence will be disruptive to the education process; or 2) the pupil poses a threat or danger to others. Upon either determination, the pupil's suspension will be extended pending the results of an expulsion hearing. In such instances when the Charter School has determined a suspension period shall be extended, such extension shall be made only after a conference is held with the pupil or the pupil's parents, unless the pupil and the pupil's parents fail to attend the conference.

D. Authority to Expel

As required by Education Code Section 47605(b)(5)(J)(ii), students recommended for expulsion are entitled to a hearing adjudicated by a neutral officer to determine whether the student should be expelled. The procedures herein provide for such a hearing and the notice of said hearing, as required by law.

A student may be expelled either by the neutral and impartial Pacific Collegiate School Board following a hearing before it or by the Pacific Collegiate School Board upon the recommendation of a neutral and impartial Administrative Panel, to be assigned by the Board as needed. The Administrative Panel shall consist of at least three members who are certificated and neither a teacher of the pupil nor a Board member of the Pacific Collegiate School Board. Each entity shall be presided over by a designated neutral hearing chairperson. The Administrative Panel may recommend expulsion of any student found to have committed an expellable offense, and the Board of Directors shall make the final determination.

E. Expulsion Procedures

Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. Unless postponed for good cause, the hearing shall be held within thirty (30) school days after the Head of School or designee determines that the pupil has committed an expellable offense.

In the event an Administrative Panel hears the case, it will make a recommendation to the Board for a final decision whether to expel. The hearing shall be held in closed session (complying with all pupil confidentiality rules under FERPA) unless the pupil makes a written request for a public

hearing in open session three (3) days prior to date of the scheduled hearing.

Written notice of the hearing shall be forwarded to the student and the student's parent/guardian at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the pupil. The notice shall include:

1. The date and place of the expulsion hearing;
2. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based;
3. A copy of the Charter School's disciplinary rules which relate to the alleged violation;
4. Notification of the student's or parent/guardian's obligation to provide information about the student's status at the Charter School to any other school district or school to which the student seeks enrollment;
5. The opportunity for the student and/or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor;
6. The right to inspect and obtain copies of all documents to be used at the hearing;
7. The opportunity to confront and question all witnesses who testify at the hearing;
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

F. Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses

Pacific Collegiate School may, upon a finding of good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations that shall be examined only by Pacific Collegiate School or the hearing officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the pupil.

- a. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive five days notice of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in the hearing at the time he/she testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.
- b. Pacific Collegiate School must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
- c. At the discretion of the entity conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which he or she may leave the hearing room.
- d. The entity conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
- e. The entity conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours he/she is normally in school, if there is no good cause to

take the testimony during other hours.

f. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the entity presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The entity conducting the hearing may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.

g. If one or both of the support persons is also a witness, Pacific Collegiate School must present evidence that the witness' presence is both desired by the witness and will be helpful to Pacific Collegiate School. The person presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising his or her discretion to remove a person from the hearing whom he or she believes is prompting, swaying, or influencing the witness.

h. The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.

i. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the pupil being expelled, the complaining witness shall have the right to have his/her testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.

j. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the person conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstance can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

G. Record of Hearing

A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.

H. Presentation of Evidence

While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Administrative Panel to expel must be supported by substantial evidence that the student committed an expellable offense. Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible,

no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses of whom the Board or Administrative Panel determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the expelled pupil, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public.

The decision of the Administrative Panel shall be in the form of written findings of fact and a written recommendation to the Board who will make a final determination regarding the expulsion. The final decision by the Board shall be made within ten (10) school days following the conclusion of the hearing. The decision of the Board is final.

If the Administrative Panel decides not to recommend expulsion, the pupil shall immediately be returned to his/her educational program.

I. Written Notice to Expel

The Head of School or designee, following a decision of the Board to expel, shall send written notice of the decision to expel, including the Board's adopted findings of fact, to the student or parent/guardian. This notice shall also include the following: (a) Notice of the specific offense committed by the student; and (b) Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with Pacific Collegiate School.

The Head of School or designee shall send a copy of the written notice of the decision to expel to the authorizer. This notice shall include the following: (a) The student's name; and (b) The specific expellable offense committed by the student.

J. Disciplinary Records

Pacific Collegiate School shall maintain records of all student suspensions and expulsions at the Charter School. Such records shall be made available to the authorizer upon request.

K. No Right to Appeal

The pupil shall have no right of appeal from expulsion from Pacific Collegiate School as the Pacific Collegiate School Board of Director's decision to expel shall be final.

L. Expelled Pupils/Alternative Education

Parents/guardians of pupils who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within the County or their school district of residence. Pacific Collegiate School shall work cooperatively with parents/guardians as requested by parents/guardians or by the school district of residence to assist with locating alternative placements during expulsion.

M. Rehabilitation Plans

Students who are expelled from Pacific Collegiate School shall be given a rehabilitation plan upon expulsion as developed by the Board at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission.

The rehabilitation plan should include a date not later than one year from the date of expulsion when the pupil may reapply to Pacific Collegiate School for readmission.

N. Readmission

The decision to readmit a pupil or to admit a previously expelled pupil from another school district or charter school shall be in the sole discretion of the Board following a meeting with the Head of School or designee and the pupil and parent/guardian or representative to determine whether the pupil has successfully completed the rehabilitation plan and to determine whether the pupil poses a threat to others or will be disruptive to the school environment. The Head of School or designee shall make a recommendation to the Board following the meeting regarding his or her determination. The Board shall then make a final decision regarding readmission during the closed session of a public meeting, reporting out any action taken during closed session consistent with the requirements of the Brown Act. The pupil's readmission is also contingent upon Pacific Collegiate School's capacity at the time the student seeks readmission.

O. Notice to Teachers

The Charter School shall notify teachers of each pupil who has engaged in or is reasonably suspected to have engaged in any of the acts listed in Education Code Section 49079 and the corresponding enumerated offenses set forth above.

P. Special Procedures for the Consideration of Suspension and Expulsion of Students with Disabilities

1. Notification of SELPA

Pacific Collegiate School shall immediately notify the SELPA and coordinate the procedures in this policy with the SELPA of the discipline of any student with a disability or student who the Pacific Collegiate School or SELPA would be deemed to have knowledge that the student had a disability.

2. Services During Suspension

Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting (which could constitute a change of placement and the student's IEP would reflect this change), and to progress toward meeting the goals set out in the child's IEP/504 Plan; and receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

3. Procedural Safeguards/Manifestation Determination

Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, Pacific Collegiate School, the parent, and relevant members of the IEP/504 Team shall review all relevant information in the student's file, including the child's IEP/504 Team, any teacher observations, and any relevant information provided by the parents to determine:

- a. If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
- b. If the conduct in question was the direct result of the local educational agency's failure to implement the IEP/504 Plan.

If Pacific Collegiate School, the parent, and relevant members of the IEP/504 Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.

If Pacific Collegiate School, the parent, and relevant members of the IEP/504 Team make the determination that the conduct was a manifestation of the child's disability, the IEP/504 Team shall:

- a. Conduct a functional behavioral assessment and implement a behavioral intervention plan for such child, provided that Pacific Collegiate School had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;
- b. If a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and
- c. Return the child to the placement from which the child was removed, unless the parent and Pacific Collegiate School agree to a change of placement as part of the modification of the behavioral intervention plan.

If Pacific Collegiate School, the parent, and relevant members of the IEP/504 Team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a direct result of the failure to implement the IEP/504 Plan, then Pacific Collegiate School may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

4. Due Process Appeals

The parent of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination, or Pacific Collegiate School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings or by utilizing the dispute provisions of the 504 Policy and Procedures.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent or Pacific Collegiate School, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer in accordance with state and federal law, including 20 U.S.C. Section 1415(k), until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, unless the parent and Pacific Collegiate School agree

otherwise.

In accordance with 20 U.S.C. Section 1415(k)(3), if a parent/guardian disagrees with any decision regarding placement, or the manifestation determination, or if the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, the parent/guardian or Charter School may request a hearing.

In such an appeal, a hearing officer may: (1) return a child with a disability to the placement from which the child was removed; or (2) order a change in placement of a child with a disability to an appropriate interim alternative educational setting for not more than 45 school days if the hearing officer determines that maintaining the current placement of such child is substantially likely to result in injury to the child or to others.

5. Special Circumstances

Pacific Collegiate School personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a child with a disability who violates a code of student conduct.

The Head of School or designee may remove a student to an interim alternative educational setting for not more than forty-five (45) school days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

- a. Carries or possesses a weapon, as defined in 18 USC 930, to or at school, on school premises, or to or at a school function;
- b. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or
- c. Has inflicted serious bodily injury, as defined by 20 USC 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

6. Interim Alternative Educational Setting

The student's interim alternative educational setting shall be determined by the student's IEP/504 Team.

7. Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been identified as an individual with disabilities pursuant to IDEA and who has violated the Pacific Collegiate School's disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if Pacific Collegiate School had knowledge that the student was disabled before the behavior occurred.

Pacific Collegiate School shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

- a. The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to Pacific Collegiate School supervisory or administrative personnel, or to one of the child's teachers, that the student is in need of special education or related services.
- b. The parent has requested an evaluation of the child.
- c. The child's teacher, or other Pacific Collegiate School personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or to other Pacific Collegiate School supervisory personnel.

If Pacific Collegiate School knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEA-eligible children with disabilities, including the right to stay-put.

If Pacific Collegiate School had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. Pacific Collegiate School shall conduct an expedited evaluation if requested by the parents; however, the student shall remain in the education placement determined by Pacific Collegiate School pending the results of the evaluation.

Pacific Collegiate School shall not be deemed to have knowledge that the student had a disability if the parent has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

ELEMENT K: RETIREMENT SYSTEMS

Governing Law: The manner by which staff members of the charter schools will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security. Education Code Section 47605(b)(5)(K).

Eligible employees at Pacific Collegiate School are covered by the State Teachers' Retirement System. Eligible employees at Pacific Collegiate School are covered by the Public Employees' Retirement System, and/or Social Security, as appropriate to the position. The PCS Senior Business Administrator is responsible for ensuring that appropriate arrangements for retirement coverage are made for all employees.

ELEMENT L: ATTENDANCE ALTERNATIVES

Governing Law: The public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools. Education Code Section 47605(b)(5)(L).

No student may be required to attend Pacific Collegiate School. Students who reside within the County who choose not to attend Pacific Collegiate School may attend school at their home district according to district policy or at another school district or school within the County through the district's intra- and inter-district transfer policies. Parents and guardians of each student enrolled in Pacific Collegiate School will be informed on admissions forms that students have no right to admission in a particular school of a local education agency as a consequence of enrollment in Pacific Collegiate School, except to the extent that such a right is extended by the local education agency.

ELEMENT M: EMPLOYEE RETURN RIGHTS

***Governing Law:** The rights of an employee of the school district upon leaving the employment of the school district to work in a charter school, and of any rights of return to the school district after employment at a charter school. Education Code Section 47605(b)(5)(M).*

No public school district or County employee shall be required to work at Pacific Collegiate School. Employees of a district or County who choose to leave the employment to work at Pacific Collegiate School will have no automatic rights of return to the district or County after employment by Pacific Collegiate School unless specifically granted by the district or County through a leave of absence or other agreement. Pacific Collegiate School employees shall have any right upon leaving the district or County to work in Pacific Collegiate School that the district or County may specify, any rights of return to employment in a school district after employment in Pacific Collegiate School that the district may specify, and any other rights upon leaving employment to work in Pacific Collegiate School that the district or County determines to be reasonable and not in conflict with any law.

Sick or vacation leave or service credit from a district or County will not transfer nor accrue to Pacific Collegiate School. Employment by Pacific Collegiate School provides no rights of employment at any other entity, including any rights in the case of closure of Pacific Collegiate School.

ELEMENT N: DISPUTE RESOLUTION

Governing Law: The procedures to be followed by the charter school and the chartering authority to resolve disputes relating to provisions of the charter. Education Code Section 47605(b)(5)(N).

Pacific Collegiate School and the County will be encouraged to attempt to resolve any disputes with the County amicably and reasonably without resorting to formal procedures.

In the event of a dispute between Pacific Collegiate School and the County, Pacific Collegiate School staff, employees and Board members of Pacific Collegiate School and the County agree to first frame the issue in written format (“dispute statement”) and to refer the issue to the County Superintendent and Head of School of Pacific Collegiate School, or their respective designees. In the event that the County Board believes that the dispute relates to an issue that could lead to revocation of the charter in accordance with Education Code Section 47607, Pacific Collegiate School requests that this shall be noted in the written dispute statement, although it recognizes it cannot legally bind the County to do so. However, participation in the dispute resolution procedures outlined in this section shall not be interpreted to impede or act as a pre-requisite to the County’s ability to proceed with revocation in accordance with Education Code Section 47607 and its implementing regulations.

The Head of School and Superintendent, or their respective designees, shall informally meet and confer in a timely fashion to attempt to resolve the dispute, not later than 5 business days from receipt of the dispute statement. In the event that this informal meeting fails to resolve the dispute, both parties shall identify two Board members from their respective boards who shall jointly meet with the Superintendent and the Head of School of Pacific Collegiate School, or their respective designees, and attempt to resolve the dispute within 15 business days from receipt of the dispute statement.

If this joint meeting fails to resolve the dispute, the Superintendent and the Head of School, or their respective designees, shall meet to jointly identify a neutral third party mediator to engage the Parties in a mediation session designed to facilitate resolution of the dispute. The format of the mediation session shall be developed jointly by the Superintendent and the Head of School, or their respective designees. Mediation shall be held within sixty business days of receipt of the dispute statement. The costs of the mediator shall be split equally between the County and Pacific Collegiate School. If mediation does not resolve the dispute either party may pursue any other remedy available under the law. All timelines and procedures in this section may be revised upon mutual written agreement of the County and Pacific Collegiate School.

INTERNAL DISPUTES

Internal disputes shall be handled in accordance with complaint policies and procedures as adopted by the Board of Directors, including a Uniform Complaint Policy and Procedures. Pacific Collegiate School requests that any complaints received by the County concerning internal matters of the school be promptly forwarded to the Pacific Collegiate School for processing in accordance with the school’s complaint policies and procedures.

ELEMENT O: CLOSURE PROCEDURES

Governing Law: The procedures to be used if the charter school closes. The procedures shall ensure a final audit of the charter school to ensure the disposition of all assets and liabilities of the charter school, including disposing of any net assets and for the maintenance and transfer of pupil records. Education Code Section 47605(b)(5)(O).

We do not expect PCS to close. Closure of Pacific Collegiate School will be documented by official action of the Board of Directors. The action will identify the reason for closure. The official action will also identify an entity and person or persons responsible for closure-related activities.

The Charter School will promptly notify parents and students of Pacific Collegiate School, the Santa Cruz County Office of Education, Pacific Collegiate School's SELPA, the retirement systems in which Pacific Collegiate School's employees participate (e.g., Public Employees' Retirement System, State Teachers' Retirement System, and federal social security), and the California Department of Education of the closure as well as the effective date of the closure. This notice will also include the name(s) of and contact information for the person(s) to whom reasonable inquiries may be made regarding the closure; the pupils' school districts of residence; and the manner in which parents/guardians may obtain copies of pupil records, including specific information on completed courses and credits that meet graduation requirements.

The Charter School will ensure that the notification to the parents and students of Pacific Collegiate School of the closure provides information to assist parents and students in locating suitable alternative programs. This notice will be provided promptly following the Board's decision to close Pacific Collegiate School.

The Charter School will also develop a list of pupils in each grade level and the classes they have completed, together with information on the pupils' districts of residence, which it will provide to the entity responsible for closure-related activities.

As applicable, Pacific Collegiate School will provide parents, students and the County Office of Education with copies of all appropriate student records and will otherwise assist students in transferring to their next school. All transfers of student records will be made in compliance with the Family Educational Rights and Privacy Act ("FERPA") 20 U.S.C. § 1232g. Pacific Collegiate School will ask the County Office of Education to store original records of Pacific Collegiate School students. All student records of Pacific Collegiate School shall be transferred to the County upon closure. Where possible, Pacific Collegiate School will deliver student records to the returning district or school, if applicable. If the County will not or cannot store the records, Pacific Collegiate School shall work with the County Office of Education to determine a suitable alternative location for storage.

All state assessment results, special education records, and personnel records will be transferred to and maintained by the entity responsible for closure-related activities in accordance with applicable law.

As soon as reasonably practicable, Pacific Collegiate School will prepare final financial records. Pacific Collegiate School will also have an independent audit completed within six months after

closure. Pacific Collegiate School will pay for the final audit. The audit will be prepared by a qualified Certified Public Accountant selected by Pacific Collegiate School and will be provided to the County promptly upon its completion. The final audit will include an accounting of all financial assets, including cash and accounts receivable and an inventory of property, equipment, and other items of material value, an accounting of the liabilities, including accounts payable and any reduction in apportionments as a result of audit findings or other investigations, loans, and unpaid staff compensation, and an assessment of the disposition of any restricted funds received by or due to Pacific Collegiate School.

Pacific Collegiate School will complete and file any annual reports required pursuant to Education Code section 47604.33.

On closure of Pacific Collegiate School, all assets of Pacific Collegiate School, including but not limited to all leaseholds, personal property, intellectual property and all ADA apportionments and other revenues generated by students attending Pacific Collegiate School, remain the sole property of the nonprofit corporation. Upon the dissolution of the nonprofit public benefit corporation, all net assets shall be distributed to another public school that satisfies the requirements of paragraphs (a) through (e) of section III.A of Notice 2015-07 issued by the Internal Revenue Service and the Treasury Department entitled “Relief for Certain Participants in § 414(d) Plans” or any final regulations implementing 26 U.S.C. § 414(d) or to a State, political subdivision of a State, or agency or instrumentality thereof. Any assets acquired from the County or County property will be promptly returned upon Pacific Collegiate School closure to the County. The distribution shall include return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law, as appropriate, which may include submission of final expenditure reports for entitlement grants and the filing of any required Final Expenditure Reports and Final Performance Reports, as well as the return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted.

On closure, Pacific Collegiate School shall remain solely responsible for all liabilities arising from the operation of Pacific Collegiate School.

As Pacific Collegiate School is operated as a non-profit public benefit corporation, should the corporation dissolve with the closure of Pacific Collegiate School, the Board will follow the procedures set forth in the California Corporations Code for the dissolution of a non-profit public benefit corporation and file all necessary filings with the appropriate state and federal agencies.

As specified by the Budget in **Appendix M**, Pacific Collegiate School will utilize the reserve fund to undertake any expenses associated with the closure procedures identified above.

MISCELLANEOUS PROVISIONS

CHARTER TERM

The term of this charter renewal shall be from July 1, 2020 to June 30, 2025.

Severability

The terms of this charter are severable. In the event that any of the provisions are determined to be unenforceable, or invalid for any reason, the remainder of the charter shall remain in effect, unless mutually agreed otherwise by the Santa Cruz County Board of Education and the Pacific Collegiate School Board of Directors.

Communications

All official communications between Pacific Collegiate School and its Board, and the Santa Cruz County Board of Education, will be sent via First Class Mail or other appropriate means to the following address:

Pacific Collegiate School
3004 Mission Street
Santa Cruz, CA 95060

Facilities

Governing Law: The facilities to be utilized by the charter school. The description of facilities to be used by the charter school shall specify where the charter school intends to locate. Education Code Section 47605(g).

PCS leases a 47,000 square foot facility at 3004 Mission Street, Santa Cruz, owned by the Pacific Collegiate Foundation.

The facility has 30 classrooms, including specially designed rooms for science, visual and performing arts, and technology classrooms. There will also be a large space for performances and gatherings, a library, administrative offices, staff workrooms, conference rooms, and all necessary additional spaces to maintain a safe and effective learning environment. In particular, ample space has been included to allow students to congregate, eat, collaborate, and socialize. This includes a large indoor student center with adjoining exterior deck, and multiple exterior seating areas. Field, gym space, and theater space will be provided off site to support extracurricular activities.

ADMINISTRATIVE SERVICES

Governing Law: The manner in which administrative services of the charter school are to be provided. Education Code Section 47605(g).

PCS currently contracts with Charter Impact for administrative and financial assistance including, but not limited to, financial management, accounts payable/receivable, payroll, and

human resources.

POTENTIAL CIVIL LIABILITY EFFECTS

Governing Law: Potential civil liability effects, if any, upon the charter school and upon the school district. Education Code Section 47605(g).

PCS is operated as a California non-profit public benefit corporation. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code and California Revenue and Taxation Code Section 23701(d).

Pursuant to Education Code Section 47604(d), an authority that grants a charter to a charter school operated by or as a non-profit public benefit corporation shall not be liable for the debts or obligations of the charter school or for claims arising from the performance of acts, errors or omissions by the charter school if the authority has complied with all oversight responsibilities required by law. PCS shall work diligently to assist the County in meeting any and all oversight obligations under the law, including monthly meetings, reporting, or other County-requested protocol to ensure the County shall not be liable for the operation of PCS.

Further, PCS and the County shall enter into a memorandum of understanding, wherein PCS shall indemnify the County for the actions of PCS under this charter.

The corporate bylaws of PCS provide for indemnification of the PCS Board of Directors, officers, agents, and employees, and PCS shall maintain general liability insurance, Board Members and Officers insurance, and fidelity bonding to secure against financial risks.

PCS shall maintain general liability, workers compensation, and other necessary insurance of the types and in the amounts required for an enterprise of similar purpose and circumstance. Insurance amounts are determined by recommendation of the County and PCS's insurance company for schools of similar size, location, and student population. The County shall be named an additional insured on the general liability insurance of PCS.

The PCS Board of Directors institutes appropriate risk management practices as discussed herein, including screening of employees, establishing codes of conduct for students, and dispute resolution.

BUDGETS AND FINANCIAL STATEMENTS

Governing Law: The petitioner or petitioners also shall be required to provide financial statements that include a proposed first-year operational budget, including startup costs, and cash flow and financial projections for the first three years of operation. Education Code Section 47605(g).

Attached, as **Appendix M**, please find Pacific Collegiate School's three-year budget and cash-flow, including budget assumptions and projections. These documents are based upon the best data available to PCS at this time.

PCS shall provide reports to the County in accordance with Education Code Section 47604.33 as follows and shall provide additional fiscal reports as requested by the County:

1. By July 1, a preliminary budget for the current fiscal year.
2. By July 1, an annual update (LCAP) required pursuant to Education Code Section 47606.5.
3. By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. Additionally, on December 15, a copy of Pacific Collegiate School's annual, independent financial audit report for the preceding fiscal year shall be delivered to the State Controller, State Department of Education and County Superintendent of Schools.
4. By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31.
5. By September 15, a final non-audited report from the full prior year. The report submitted to the County shall include an annual statement of all the Pacific Collegiate School's receipts and expenditures for the preceding fiscal year and the School's balance sheet.

APPENDICES

APPENDIX A: STUDENT ACHIEVEMENT DATA

LONGITUDINAL AP DATA (2015-2019)

	2015	2016	2017	2018	2019
Total AP Students	200	197	211	216	224
Number of Exams	420	409	412	423	433
AP Students with Scores 3+	183	173	168	193	188
% of Total AP students with 3+	91.5	87.8	79.6	89.4	83.9

AP SCORES SNAPSHOT (2019)

Score	Art Hist	Biol.	Calc BC	Chem	Comp Sci A	Eng Lang Comp	Eng Lit Comp	Fren Lang	Macr Econ	Phys 1	Phys 2	Span Lang	Stat	Stu Art Draw	US Gov Pol	US Hist	World Hist	Total Exams	% of Total Exams
1					1	1										9		11	2.5%
2	3	10	16		2	11	3	1			5	3	3		1	15	15	88	20.3%
3	8	26	6	1	4	20		4			8	11	5	2	1	28	16	140	32.3%
4	1	17	8	1	2	15	1			1	4	8	4	1		24	26	113	26.1%
5	1	4	6	3	3	13	2	1	1		6	3	1	1		13	23	81	18.7%
Total	13	57	36	5	12	60	6	6	1	1	23	25	13	4	2	89	80	433	100%

Longitudinal AP Data by Courses Offered (2015-2019)

Art History	2015	2016	2017	2018	2019
1					
2	3	1			3
3	9				8
4	5	1			1
5	1	1			1
Total Exams	18	3			13
Mean Score	3.11	3.67			3.00

Biology	2015	2016	2017	2018	2019
1		1			
2	5	11	4	3	10
3	20	19	15	21	26
4	32	15	22	24	17
5	5	8	7	15	4
Total Exams	62	54	48	63	57
Mean Score	3.6	3.33	3.67	3.81	3.26

Calculus BC	2015	2016	2017	2018	2019
1	5	8	5		
2	2	4	11	11	16
3	15	6	9	14	6
4	7	10	18	4	8
5	7	5	7	7	6
Total Exams	36	33	50	36	36
Mean Score	3.25	3.00	3.22	3.19	3.11

Chemistry	2015	2016	2017	2018	2019
1					
2				1	
3		1			1
4		3		3	1
5		1			3
Total Exams		5		4	5
Mean Score		4.00		3.50	4.40

Chinese Language and Culture	2015	2016	2017	2018	2019
1					
2					
3	1				
4					
5				3	
Total Exams	1			3	
Mean Score	3.00			5.00	

Comp Sci A	2015	2016	2017	2018	2019
1	1	1	1	2	1
2	1	1	4		2
3	3	4	4	3	4
4	2	8	6	11	2
5	7	1	2	3	3
Total Exams	14	15	17	19	12
Mean Score	3.93	3.47	3.24	3.68	3.33

English Language and Composition	2015	2016	2017	2018	2019
1	1		1	1	1
2	6	7	8	10	11
3	14	20	16	13	20
4	30	23	16	27	15
5	14	21	18	19	13
Total Exams	65	71	59	70	60
Mean Score	3.77	3.82	3.71	3.76	3.47

English Literature	2015	2016	2017	2018	2019
1					
2	6	3	1	3	3
3	16	3		1	
4	9	3	2	2	1
5	1		1	1	2
Total Exams	32	9	4	7	6
Mean Score	3.16	3.00	3.75	3.14	3.33

French	2015	2016	2017	2018	2019
--------	------	------	------	------	------

1					
2	1				1
3	4	6	1	5	4
4	3		1	2	
5	1	1	2	1	1
Total Exams	9	7	4	8	6
Mean Score	3.44	3.29	4.25	3.50	3.17

1					
2					
3			1		
4	3		4		
5	3		1		
Total Exams	6		6		
Mean Score	4.5		4.00		

Latin	2015	2016	2017	2018	2019
1					
2	1	1		2	
3	1	2		1	
4	1			1	
5		1	1	1	
Total Exams	3	4	1	5	
Mean Score	3.00	3.25	5.00	3.2	

Physics 1	2015	2016	2017	2018	2019
1			4	3	
2		2	5	2	
3		7	2	3	
4		19	5	5	1
5		3	1	4	
Total Exams		31	17	17	1
Mean Score		3.74	2.65	3.29	4.00

Music Theory	2015	2016	2017	2018	2019
--------------	------	------	------	------	------

Physics 2	2015	2016	2017	2018	2019
1					
2					5
3			11		8
4			5		4
5			4		6
Total Exams			20		23
Mean Score			3.65		3.48

Spanish	2015	2016	2017	2018	2019
1					
2		1	1	1	3
3	3	4	5	7	11
4	7	4	8	9	8
5	3	6	5	2	3
Total Exams	13	15	19	19	25
Mean Score	4.00	4.00	3.89	3.63	3.44

Statistics	2015	2016	2017	2018	2019
1		2			
2	4	4	2	1	3
3	4	4	9	2	5
4	5		3	3	4
5	4	2		3	1
Total Exams	17	12	14	9	13
Mean Score	3.53	2.67	3.07	3.89	3.23

Studio Art	2015	2016	2017	2018	2019
1					
2					
3	4		1		2
4				1	1
5			2	1	1
Total Exams	4		3	2	4
Mean Score	3.00		4.33	4.5	3.75

World History	2015	2016	2017	2018	2019
1	3	1	5	4	
2	7	5	17	14	15
3	28	11	20	29	16
4	28	32	38	24	26
5	12	19	8	11	23
Total Exams	78	68	88	82	80
Mean Score	3.5	3.93	3.31	3.29	3.71

US History	2015	2016	2017	2018	2019
1	1	3	2	4	9
2	10	14	7	10	15
3	22	17	21	19	28
4	23	23	21	25	24
5	7	16	17	11	13
Total Exams	63	73	68	69	89
Mean Score	3.4	2.48	3.65	3.42	3.19

SAT Scores by Cohort and Subgroup (2018, 2019)

Cohort	Total Mean Score	ERW Mean Score	Math Mean Score
2019	1272	642	629
- <i>Males</i>	1320	653	667
- <i>Females</i>	1223	632	591
- <i>White</i>	1306	664	642
- <i>Hispanic/Latino</i>	1148	571	577
- <i>Fee reduction</i>	1128	562	567
- <i>No fee reduction</i>	1298	657	641
2018	1353	676	677
- <i>Males</i>	1401	685	716
- <i>Females</i>	1316	668	648
- <i>White</i>	1358	684	674
- <i>Hispanic/Latino</i>	*	*	*
- <i>Fee reduction</i>	*	*	*
- <i>No fee reduction</i>	1355	674	681

** Data not provided for this subgroup by College Board in 2018*

CAASPP Performance - PCS and Santa Cruz County Comparison (2015-2018)

Longitudinal Comparison: CAASPP ELA and Math Scores of All PCS (7th, 8th, 11th grade test participants) and peers in Santa Cruz County and Santa Cruz City Schools

% of Students who Met or Exceeded Standards						
	ELA - All Students (Grades 7, 8, 11)			Math - All Students (Grades 7, 8, 11)		
Year	PCS	SCCS	County	PCS	SCCS	County
2018	86.15	59.75	45.96	77.07	41.34	34.33
2017	85.88	59.28	44.79	76.43	41.58	32.95
2016	80	60	45	69	44	33
2015	80	62	43	73	43	32

Longitudinal Comparison: CAASPP ELA and Math Scores of PCS significant subgroups (White, Hispanic/Latino) and similar subgroups in Santa Cruz County Schools

ELA	% Met/Exceeded Standard			
	PCS		SC County	
Year	White	Hispanic/Latino	White	Hispanic/Latino
2018	88.47	70.27	67.38	30.48
2017	86.39	79.48	66.71	28.52
2016	81	76	67	29
2015	79	66	65	27

Math	% Met/Exceeded Standard			
	PCS		SC County	
Year	White	Hispanic/Latino	White	Hispanic/Latino
2018	77.9	64.86	54.08	19.73
2017	77.48	64.1	52.97	17.89
2016	68	71	55	18
2015	76	57	53	17

APPENDIX B: CALIFORNIA DASHBOARD REPORTS

SCHOOL PERFORMANCE OVERVIEW

Pacific Collegiate Charter

Explore the performance of Pacific Collegiate Charter under California's Accountability System.



School Details

Optional Narrative Summary

Completed By Pacific Collegiate Charter

PCS is an independent public charter school open to any student in 7th through 12th grade seeking a rigorous college preparatory education. Our aim is to prepare our graduates for the rigor of college-level work while we celebrate their personal and academic accomplishments in an open and inclusive community of learners.

NAME

Pacific Collegiate Charter

ADDRESS

3004 Mission Street
Santa Cruz, CA 95060-6225

WEBSITE

<http://www.pacificcolleg...>

GRADES SERVED

7-12

PACIFIC COLLEGIATE CHARTER

Student Population

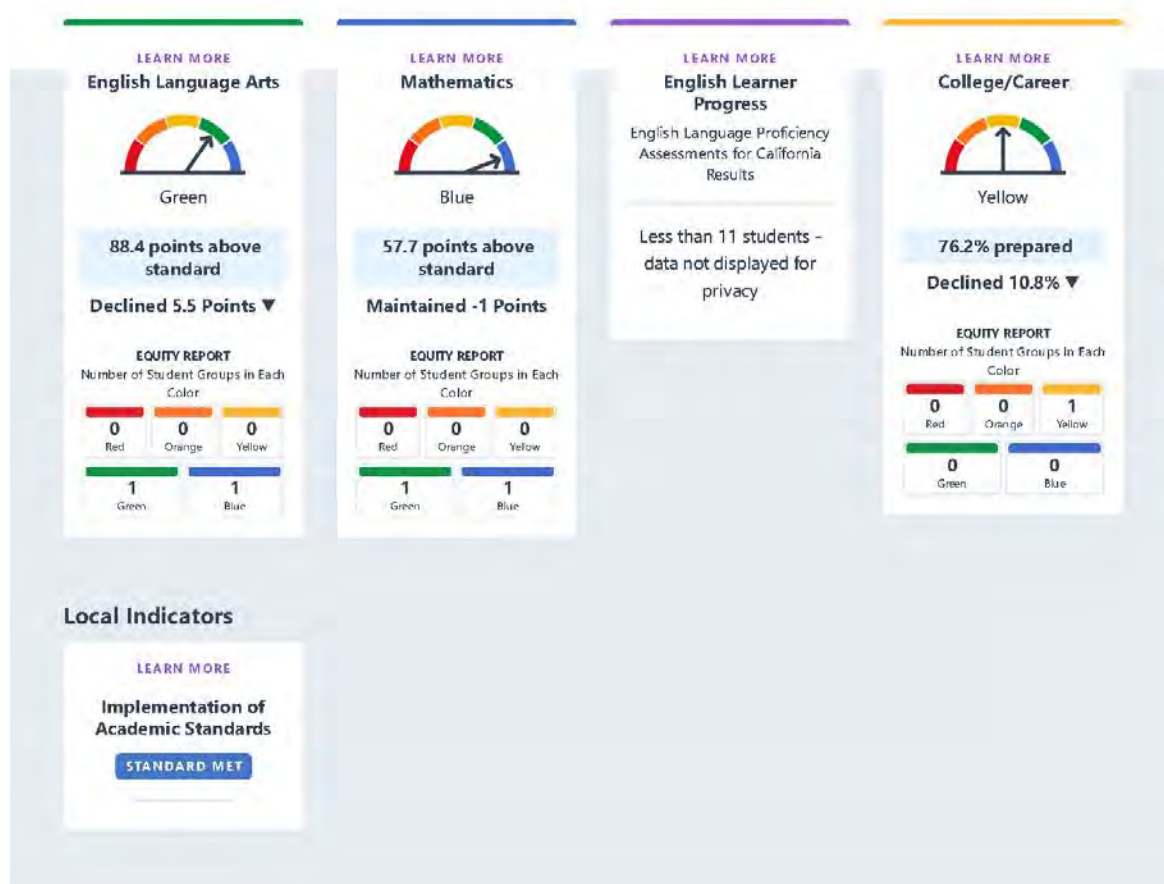
Explore information about this school's student population.



PACIFIC COLLEGIATE CHARTER

Academic Performance

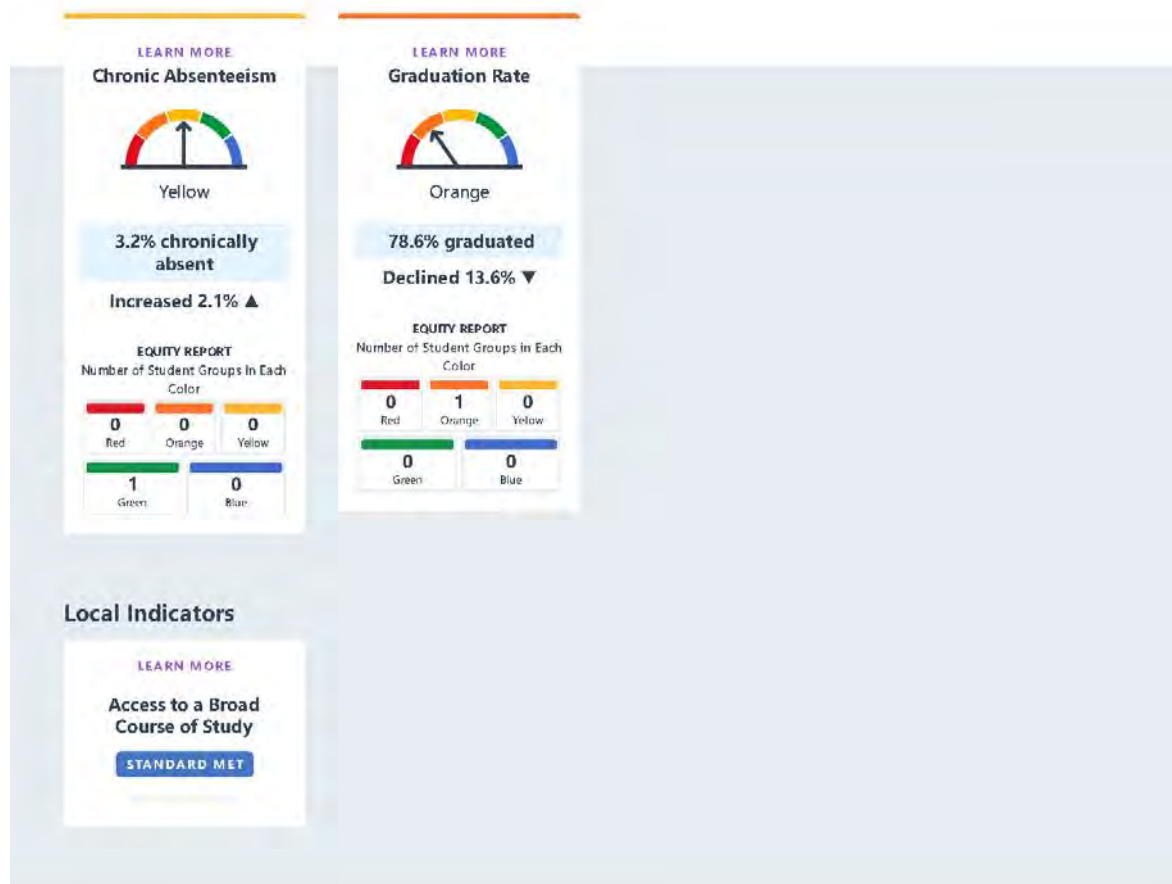
View Student Assessment Results and other aspects of school performance.



PACIFIC COLLEGIATE CHARTER

Academic Engagement

See information that shows how well schools are engaging students in their learning.

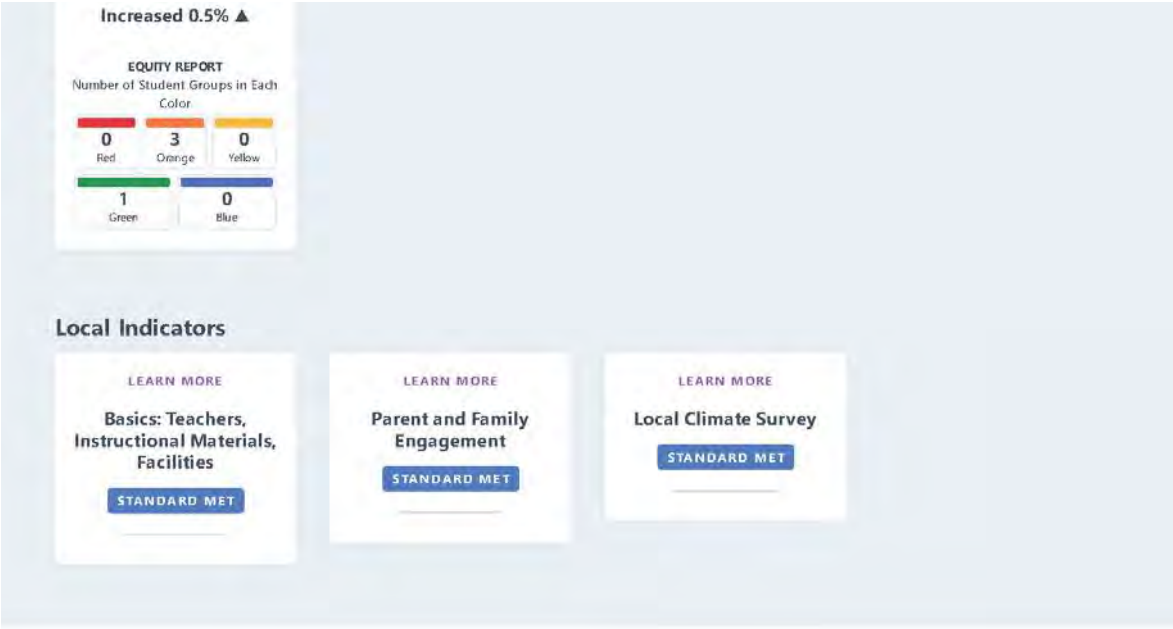


PACIFIC COLLEGIATE CHARTER

Conditions & Climate

View data related to how well schools are providing a healthy, safe and welcoming environment.





APPENDIX C: MASTER SCHEDULE OF CLASSES

Teacher	Period 1	Period 2	Period 3	Period 4	Period 5	Period 6
Alley		Graphic&Design, Rm 159	Video Production, Rm 159	Graphic&Design, Rm 159	Video Production, Rm 159	Graphic&Design, Rm 159
Levy	Dance/Adv Dance, Rm 214					
Calame	Music 1/Band, Rm 3	AP Music Theory, Rm 3		Music 3/Symph/Strings 2, Rm 3	Mus 3/Jazz, Rm 3	Music 2, Rm 3
Flood	AP US Hist, Rm 215	Current Events, Rm 215	AP US Hist, Rm 215	AP US Hist, Rm 215	AP US Hist, Rm 215	
Chapman	Science 7, Rm 221		Science 7, Rm 221	Science 7, Rm 260		Science 7, Rm 260
Chen			Chinese 4/AP, Rm 134	Chinese 3, Rm 134	Chinese 1, Rm 134	Chinese 2, Rm 134
Cohn		History 7, Rm 125	History 7, Rm 125	History 7, Rm 125	History 7, Rm 125	
Conley	Science 8, Rm 260	Science 8, Rm 260	Science 8, Rm 260		Science 8, Rm 260	
Cross			Pre-Algebra, Rm 127	Pre-Algebra, Rm 127	Pre-Algebra, Rm 127	Pre-Algebra, Rm 127
Daniels	Study Skills, Rm 231	Study Skills, Rm 231		Study Skills, Rm 231	Study Skills, Rm 231	
DeCaporale	Amer Lit Hr, Rm 213	English 10, Rm 213		English 10, Rm 213	English 10, Rm 213	English 10, Rm 213
Dennis		Directed Studies, Rm 160	Directed Studies, Rm 160	Directed Studies, Rm 160	Directed Studies, Rm 160	Directed Studies, Rm 160
Dunn	English 7, Rm 117		English 7, Rm 117		English 7, Rm 117	
Eskenazi		Algebra 1, Rm 117		AP Statistics, Rm 117		AP Statistics, Rm 117
Friend	World Hist. Med 9, Rm TBD	Ethics & Evil, Rm TBD				
Garrett	Pre-Calc & Trig, Rm 135	Pre-Calc & Trig, Rm 135		AP Calculus , Rm 135	Multivariable Calc, Rm 135	AP Calculus , Rm 135
Gorski		Perform. Arts, Rm 214 (Sem. 1)	Drama 2, Rm 214	Drama 3/Adv Drama, Rm 214	Drama 1, Rm 214	Drama 1, Rm 214
Hughes	Chorus Womens., Rm 227	Perform. Arts, Rm 227 (Sem. 2)	Chorus-Mixed, Rm 227			
Hunt	Adv. Topics, Rm 125		Rhetoric & Oratory, Rm 132		Rhetoric & Oratory, Rm 132	
Hutchison	AP Spanish, Rm 133	Spanish 1, Rm 133	AP Spanish, Rm 133	Spanish 1, Rm 133		Spanish 1, Rm 133
J. Kelly	AP World Hist. Rm 123		History 9, Rm 123	AP US Hist, Rm 123	History 9, Rm 123	History 9, Rm 123
M. Kelly	Latin 1, Rm 114	AP Latin, Rm 114	History 8, Rm 114	Latin 2, Rm 114	History 8, Rm 114	Latin 3, Rm 114
Klein		English 9, Rm 115		English 9, Rm 116		
Koens	Geometry, Rm 121	Geometry, Rm 121		Algebra 2, Rm 121	Geometry, Rm 121	Geometry, Rm 121
Lai	AP Computer Sc, Rm 116	Algebra 2, Rm 116	AP Computer Sc, Rm 116		Algebra 2, Rm 116	Algebra 2, Rm 116
Leake	Art 1, Rm 155	Art 3, Rm 155	Art 1, Rm 155	StudioArt/AP Studio, Rm 155	Art 2, Rm 155	
Marentette	Concept. Phy., Rm 225		AP Physics 1/C, Rm 225	Pre-Calculus, Rm 225	AP Physics 1/C, Rm 225	Pre-Calculus, Rm 225
Marshall	AP French, Rm 119	French 1, Rm 119	French 2, Rm 119	French 3, Rm 119		
McGann	Adv Comp Science, Rm 159					
Messoloras						Art 1, Rm 155
Michael		Concept. Phy., Rm 221		Concept. Phy., Rm 221	Concept. Phy., Rm 221	Concept. Phy., Rm 221
Perera	AP Eng. Lit., Rm 132	AP Eng. Lit., Rm 132		AP Eng. Lit., Rm 132		AP Eng. Lit., Rm 132
Rall	Spanish 2, Rm 134					
Roth	English 9, Rm 233	AP Eng. Lang., Rm 233	English 9, Rm 233		AP Eng Lang, Rm 233	AP Eng. Lang, Rm 233
Ruckle		AP World, Rm 235	AP World, Rm 235	History 8, Rm 235	Constitution/AP Gov't, Rm 235	History 8, Rm 235
Sauceda		Spanish 2, Rm 131	Spanish 3, Rm 131	Spanish 2, Rm 131	Spanish 3, Rm 131	
Silva	English 8, Rm 211	English 8, Rm 211	English 8, Rm 211	English 8, Rm 211		English 7, Rm 211
Summerrill	Algebra 1, Rm 115		Intro to Engineer., Rm 231	Algebra 1, Rm 115	Algebra 1, Rm 115	Algebra 1, Rm 115
Walters	AP Environmental, Rm 255		AP Biology, Rm 255	AP Biology, Rm 255	AP Biology, Rm 255	AP Biology, Rm 255
Winter	Chemistry, Rm 251	AP Chemistry, Rm 251	Chemistry, Rm 251		Chemistry, Rm 251	Chemistry, Rm 251

APPENDIX D: BELL SCHEDULE AND INSTRUCTIONAL MINUTES

Pacific Collegiate School Schedule

Monday	Tuesday	Wednesday	Thursday	Friday
Period 1 8:15 – 9:12	Period 1 8:15 – 10:00	Period 2 8:15 – 10:00	Period 1 8:15 – 10:00	
Period 2 9:17 – 10:17				Period 2 9:00 – 10:45
Break 10:17 – 10:27	Seminar 10:05 – 10:45	Tutorial 10:05 – 10:45	Tutorial 10:05 – 10:45	
Period 3 10:32 – 11:29	Break 10:45 – 10:55	Break 10:45 – 10:55	Break 10:45 – 10:55	Break 10:45 – 10:55
	Period 3 11:00 – 12:45	Period 4 11:00 – 12:45	Period 3 11:00 – 12:45	Period 4 11:00 – 12:45
Period 4 11:34 – 12:31				
Lunch 12:31 – 1:11	Lunch 12:45 – 1:25	Lunch 12:45 – 1:25	Lunch 12:45 – 1:25	Lunch 12:45 – 1:25
Period 5 1:16 – 2:13	Period 5 1:30 – 3:15	Period 6 1:30 – 3:15	Period 5 1:30 – 3:15	Period 6 1:30 – 3:15
Period 6 2:18 – 3:15				

	Grades	Grades
Year: 2019-20	4-8	9-12
Required Minutes	54,000	64,800
Non-Block Days		
<i>Total Daily Minutes</i>		
Daily Start Time	8:15	8:15
Daily End Time (use 24 hour clock)	15:15	15:15
Subtotal Minutes	420	420
<i>Non-Instructional Minutes</i>		
Break	10	10
Lunch	40	40
Subtotal Non-Instructional Minutes	50	50
Subtotal Minutes Per Non-Block Day	370	370
Non-Block Days Per Year	31	31
Subtotal Annual Minutes on Non-Block Days	11,470	11,470
Block Days		
<i>Total Daily Minutes</i>		
Daily Start Time	8:15	8:15
Daily End Time	15:15	15:15
Subtotal Minutes	420	420
<i>Non-Instructional Minutes</i>		
Break	10	10
Lunch	40	40
Subtotal Non-Instructional Minutes	50	50
Total Minutes Per Block Day	370	370
Block Days Per Year	109	109
Subtotal Annual Minutes on Block Days	40,330	40,330
Fridays		
<i>Total Daily Minutes</i>		
Daily Start Time	9:00	9:00
Daily End Time	15:15	15:15
Subtotal Minutes	375	375
<i>Non-Instructional Minutes</i>		
Break	10	10
Lunch	40	40
Subtotal Non-Instructional Minutes	50	50
Total Minutes Per Fridays	325	325
Fridays Per Year	35	35
Subtotal Annual Minutes on Fridays	11,375	11,375
Finals Days		
<i>Total Daily Minutes</i>		
Daily Start Time	8:15	8:15
Daily End Time	13:50	13:50
Subtotal Minutes	335	335
<i>Non-Instructional Minutes</i>		
Break		
Lunch	25	25
Subtotal Non-Instructional Minutes	25	25
Total Minutes Per Finals Day	310	310
Final Days Per Year	6	6

Subtotal Annual Minutes on Final Days	1,860	1,860
Last Day		
Total Daily Minutes		
Daily Start Time	9:00	9:00
Daily End Time	11:00	11:00
Subtotal Minutes	120	120
<i>Non-Instructional Minutes</i>		
Recess		
Lunch		
Subtotal Non-Instructional Minutes	0	0
Total Minutes Per Last Day	120	120
Last Day Per Year	1	1
Subtotal Annual Minutes on Last Day	120	120
Total Annual Instructional Minutes	65,155	65,155
Amount Above (Below) Minimum	11,155	355.00
© 2005-19 CSDC		

Total Number of Days	182	182
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APPENDIX E: ACADEMIC CALENDAR

Email—pcs@pcsed.org
www.pacificcollegiate.com



Start & End of School



In-Service



☐ Holiday

☐ Non Block Day

— GP Ends



△ Finals

July (0)

<i>S</i>	<i>M</i>	<i>T</i>	<i>W</i>	<i>T</i>	<i>F</i>	<i>S</i>
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August (13)

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September (20)

<i>S</i>	<i>M</i>	<i>T</i>	<i>W</i>	<i>T</i>	<i>F</i>	<i>S</i>
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October (23)

<i>S</i>	<i>M</i>	<i>T</i>	<i>W</i>	<i>T</i>	<i>F</i>	<i>S</i>
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November (16)

<i>S</i>	<i>M</i>	<i>T</i>	<i>W</i>	<i>T</i>	<i>F</i>	<i>S</i>
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December (14)

<i>S</i>	<i>M</i>	<i>T</i>	<i>W</i>	<i>T</i>	<i>F</i>	<i>S</i>
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

January (18)

<i>S</i>	<i>M</i>	<i>T</i>	<i>W</i>	<i>T</i>	<i>F</i>	<i>S</i>
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February (19)

<i>S</i>	<i>M</i>	<i>T</i>	<i>W</i>	<i>T</i>	<i>F</i>	<i>S</i>
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

March (22)

<i>S</i>	<i>M</i>	<i>T</i>	<i>W</i>	<i>T</i>	<i>F</i>	<i>S</i>
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April (17)

<i>S</i>	<i>M</i>	<i>T</i>	<i>W</i>	<i>T</i>	<i>F</i>	<i>S</i>
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May (20)

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June (0)

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

96 (182 TOTAL)

APPENDIX F: STUDENT SUPPORT SYSTEMS AND FLOW CHART

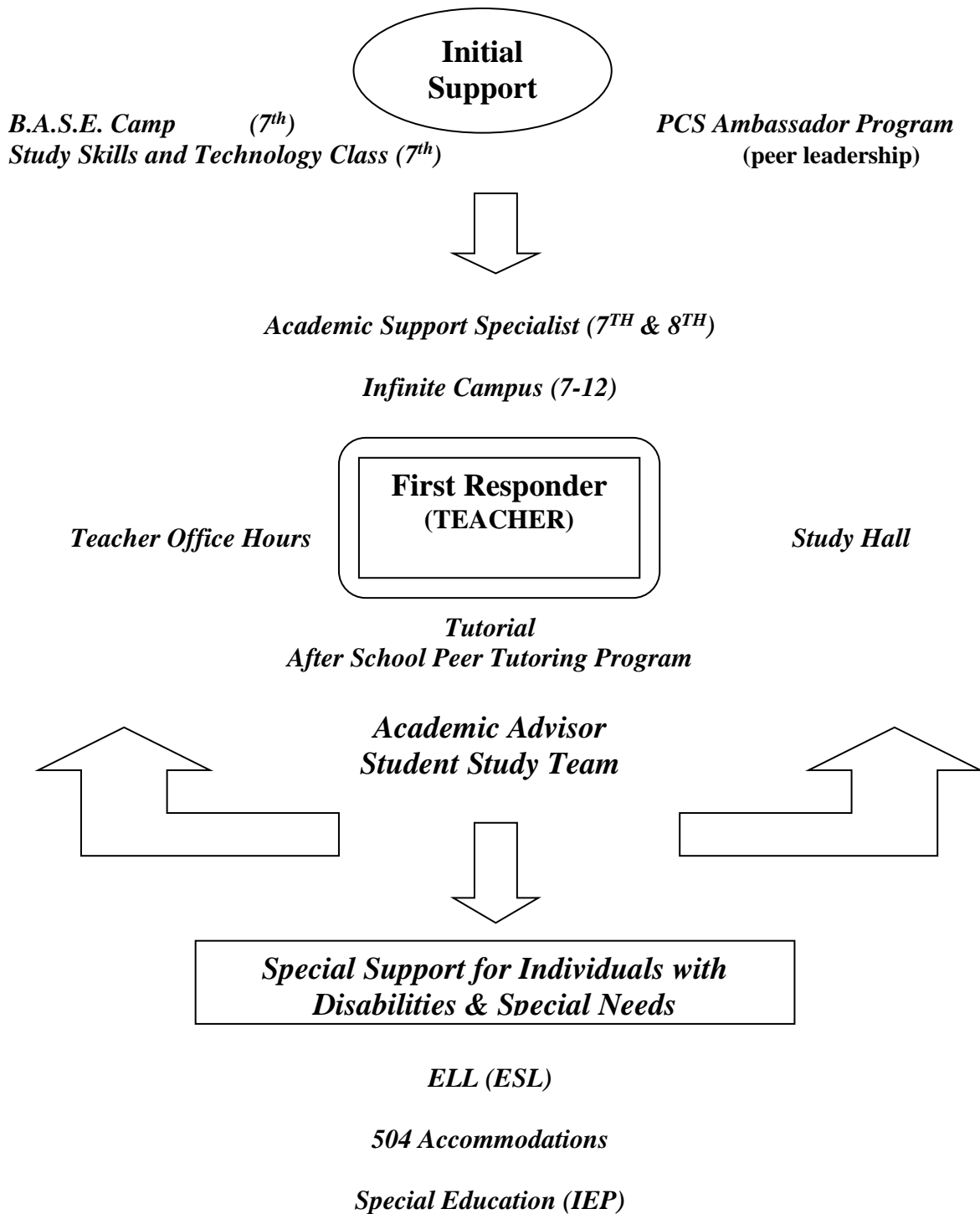
Pacific Collegiate School

Student Support Systems

Revised: September 2019

<u>Component</u>	<u>Why Needed?</u>	<u>What Does It Look Like?</u>	<u>Results</u>
Counseling	Academic and/or social needs, past counseling history, teacher and/or parent request.	Counseling - individual or group; academic support, mentoring.	Student success.
Student Support Team	Students are at-risk academically or behaviorally.	Discussion of academic and behavioral progress. Identification and implementation of intervention, e.g., as peer tutoring or counseling referral.	Results in increased home to school communication, academic or behavioral contract.
B.A.S.E. Camp	There is a need for support in academic study skills.	Incoming 7 th graders are welcomed to the world of PCS, their peers and the academic requirements/skills needed before school starts.	Students begin the year connected to the learning environment and prepared to focus on academics.
Monthly Grade Level Meetings	Students are at-risk socially and academically.	Staff uses grade level meeting to identify and share concerns about students	Academic tutoring or counseling; referrals to peer tutoring or counselors
SARB	Students are truant	Review of attendance records, family situation, grades.	Phone calls, letters home, use of County Office SARB process
Study Hall	Students want study time during regularly scheduled school hours.	Self-selected students bring own work and resources to the class	Study hour with adult support available
Tutorial	Students can benefit from access to teachers during the school day.	Students are self-directed in how they use their time to get help from teachers and peers, or to get work done for their classes.	Students have more balance in their daily schedule and have more access to teachers and peer tutors.
Peer Tutoring	Students are at-risk academically	We pair a struggling student with an older peer mentor to help with homework and concept attainment.	Students meet and create a five week schedule for tutoring and support..
Organizational Support for All Students	Students need access to class assignments.	Various support systems are in place to help students keep track of assignments, e.g., course syllabi, online calendars, & study skills class (week & month at a glance), student planners, Canvas updates.	Students learn organizational skills.
After-school Study Hall	Students need time to complete assignments.	Self-selected students bring own work and resources to the library after regularly-scheduled school hours.	Study hour with adult support available
504 Accommodations	Students are identified as having a disability that affects academic performance and require accommodations.	504 Coordinator meets with parents and staff to review 504 plan and inform stakeholders of their responsibilities	Students are provided accommodations; teachers implement appropriate instructional strategies
Special Education Services	Student has been identified as a student with disability and requires intensive specialized academic instruction.	Students receive instruction and support during regular school hours based on their IEP (Individual Education Plan).	Student programs are compliant with federal law and CA Ed Code. All PCS requirements for graduation remain. Services are provided until no longer needed or student graduates.
English Language Learners	Students need support with academic English language.	ELPAC (English Language Proficiency Assessment in California) is administered to identify students as English Learners or reclassified English Proficient.	Student progress and access to curriculum is monitored and supported.
Study Skills and Technology Class	Students need support in developing study skills	Additional support throughout the full year in form of a 7 th grade regularly scheduled class	Continued academic support
Academic Support Specialist	Students need emotional and social support; organizational and planning skills	Individual meetings are held to Canvas, student planner, work on organization/ planning skills and emotional and social support is offered	Student success

SUPPORT SERVICES AT PCS



APPENDIX G: ARTICLES OF INCORPORATION, BYLAWS, AND CONFLICT OF INTEREST CODE

**State of California
Secretary of State**

CERTIFICATE OF STATUS

ENTITY NAME:

PACIFIC COLLEGIATE SCHOOL

FILE NUMBER: C2072249
FORMATION DATE: 05/21/1998
TYPE: DOMESTIC NONPROFIT CORPORATION
JURISDICTION: CALIFORNIA
STATUS: ACTIVE (GOOD STANDING)

I, DEBRA BOWEN, Secretary of State of the State of California,
hereby certify:

The records of this office indicate the entity is authorized to
exercise all of its powers, rights and privileges in the State of
California.

No information is available from this office regarding the financial
condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate
and affix the Great Seal of the State of
California this day of September 03, 2010.

Debra Bowen

DEBRA BOWEN
Secretary of State

2072249

ARTICLES OF INCORPORATION

of

PACIFIC COLLEGIATE SCHOOL

FILED
in the office of the Secretary of State
of the State of California

MAY 21 1998

Bill Jones
BILL JONES, Secretary of State

I.

The name of the corporation is Pacific Collegiate School.

II.

This corporation is a nonprofit PUBLIC BENEFIT CORPORATION and is not organized for the private gain of any person. It is organized under the California Nonprofit Public Benefit Corporation Law for charitable purposes. The specific purpose for which this corporation is organized is to manage, operate, guide, direct and promote Pacific Collegiate School, and such other educational activities as the Board of Directors may define from time to time.

III.

The name and address of the corporation's initial agent for service of process is:

Catharine Gill
111 John Street
Santa Cruz, California 95060.

IV.

- A. The corporation is organized and operated exclusively for educational purposes within the meaning of Internal Revenue Code Section 501(c)(3).
- B. Notwithstanding any other provision of these Articles of Incorporation, the corporation shall not carry on any other activities not permitted to be carried on (1) by a corporation exempt from federal income tax under Internal Revenue Code Section 501(c)(3) or (2) by a corporation, the contributions to which are deductible under Internal Revenue Code Section 170(c)(2).
- C. No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the

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corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.

V.

The name and address of the person appointed to act as the initial ; director of this corporation is:


Gregory T. Powell, Esq.
1309 Greenwood Avenue
San Carlos, CA 94070.

VI.

The property of this corporation is irrevocably dedicated to educational purposes meeting the requirements of Section 214 of the California Revenue and Taxation Code, and no part of the net income or assets of the organization shall ever inure to the benefit of any director, trustee, officer or member thereof or to the benefit of any private person.

In the event of the dissolution of the corporation for any reason, any assets of the corporation remaining after compliance with applicable provisions of the California Corporation Code shall be distributed by the corporation to a nonprofit fund, foundation, or corporation which is organized and operated exclusively for educational purposes meeting the requirements of Section 214 of the California Revenue and Taxation Code, and which has established its tax-exempt status under Section 501(c)(3) of the Internal Revenue Code.

Dated: May 21, 1998


Gregory T. Powell, Esq., Director

I, the above mentioned incorporating director of this corporation, hereby declare that I am the person who executed the foregoing Articles of Incorporation, which execution is my act and deed.


Gregory T. Powell, Esq., Director

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PACIFIC COLLEGIATE SCHOOL BYLAWS

Approved May 6, 2015
Effective July 1, 2015

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ARTICLE I OFFICES

Section 1.1 Principal Office

The corporation's principal office shall be fixed and located at such place within Santa Cruz County, California as the Board of Directors ("Board" or "Board of Directors") shall determine. The Board is granted full power and authority to change the principal office from one location to another within the County of Santa Cruz, California.

Section 1.2 Change of Address

The county of the corporation's principal office can be changed only by amendment of these Bylaws and not otherwise. The Board may, however, change the corporation's principal office from one location to another within the named county by noting the changed address and effective date below, and such changes shall not be deemed an amendment of these Bylaws; the Secretary shall note any change in principal office and effective date below:

New address:_____Effective Date:_____

New address:_____Effective Date:_____

Section 1.3 Other Offices

The corporation may also have offices at such other places within the State of California as the Board may, from time to time, designate.

ARTICLE II PURPOSES

Section 2.1 Specific and General Purpose

The specific and general purposes of the corporation are described in its Articles of Incorporation.

ARTICLE III MEMBERSHIP

Section 3.1 No Members

The corporation shall have no members. The rights which would otherwise vest in the members shall vest in the Directors ("Directors") of the corporation called Pacific Collegiate School ("PCS"). Actions which would otherwise by law require approval by a majority of all members or approval by the members shall require only approval of the Board of Directors.

ARTICLE IV BOARD OF DIRECTORS

Section 4.1 General Powers

The Board of Directors shall conduct and direct the affairs of the corporation and exercise its powers, subject to the limitations of the California Corporations Code, the Articles of Incorporation, these Bylaws, and only those provisions of the California Education Code specifically regulating California Charter Schools. The Board may delegate the management of the activities of the corporation to others, so long as the affairs of the corporation are managed, and its powers are exercised, under the Board's ultimate jurisdiction. No assignment, referral or delegation of authority by the Board or anyone acting under such delegation shall preclude the Board from exercising full authority over the conduct of the corporation's activities, and the Board may rescind any such assignment, referral or delegation at any time.

Section 4.2 Specific Powers

Without prejudice to its general powers, but subject to the same limitations set forth above, the Board shall have the following powers enumerated in these Bylaws, and permitted by law:

- A. To elect and remove Directors;
- B. To select and remove all of the Officers, agents and employees of the corporation; to prescribe powers and duties for them which are not inconsistent with the law, and to fix their compensation;
- C. To conduct, manage and control the affairs and activities of the corporation, and to make rules and regulations which are not inconsistent with the law, the corporation's Articles of Incorporation or these Bylaws, as it deems best;
- D. To assume any obligations, enter into any contracts or other instruments, and do any and all other things incidental or expedient to the attainment of any corporate purpose;
- E. To carry on a business at a profit and apply any profit that results from the business activity to any activity in which the corporation may lawfully engage;
- F. To act as Director under any trust incidental to the corporation's purposes, and to receive, hold, administer, exchange and expend funds and property subject to such a trust;
- G. To acquire real or personal property, by purchase, exchange, lease, gift, devise, bequest, or otherwise, and to hold, improve, lease, sublease, mortgage, transfer in trust, encumber, convey or otherwise dispose of such property;
- H. To borrow money and incur indebtedness for the purpose of the corporation, and to cause to be executed and delivered therefore, in the corporate name, promissory notes, bonds, debentures,

deeds of trust, mortgages, pledges, hypothecations and other evidences of debt and securities therefore;

I. To indemnify and maintain insurance on behalf of any of its Directors, Officers, employees or agents for liability asserted against or incurred by such person in such capacity or arising out of such person's status as such, subject to the provisions of the California Corporations Code and the limitations noted in these Bylaws;

J. To carry out such other duties as are described in the Charter; and

K. To conduct meetings of the PCS Board in accordance with the Brown Act.

Section 4.3 Number of Directors

The number of Directors of the corporation shall be not less than seven (7) nor more than seventeen (17). The Board shall fix the exact number of Directors, within these limits.

Section 4.4 Election of Directors

A. The Board shall elect all Directors, whether due to vacancy, completion of term of office, or otherwise, by the vote of a majority of the Directors then in office, whether or not the number of Directors in office is sufficient to constitute a quorum, or by the sole remaining Director.

B. The Vice President of the Board shall serve as the chair of an annual nominations committee, if needed. Nominations for open Director Positions shall be solicited from the parent community and may be extended to the wider community. A nominations committee will interview applicants for Director Positions and make a recommendation to the Board on Director Nominees. Directors may be selected for a variety of reasons including, but not limited to, the following:

- i) the specific set of skills the applicant brings to the Board;
- ii) the applicant's commitment to the PCS vision; and
- iii) the applicant's ability to commit his or her time to PCS Board activities.

C. The Board may, in its discretion, elect any person who it believes will serve the interests of the corporation faithfully and effectively. In addition to other candidates, the Board may consider the following nominees:

- i) A parent of an active PCS student who is designated by the parent club (hereinafter, "Parent Representative"); and
- ii) An alumna or alumnus of PCS (hereinafter, "Alumni Representative").

D. Any person being compensated by the corporation for services rendered to it within the previous twelve (12) months, whether as a full-time or part-time employee, independent contractor or otherwise, shall not be a member of the Board. The corporation's reasonable reimbursement of a person's actual and necessary expenses while conducting corporation

business shall not be deemed “compensation” for purposes of this provision.

E. The Board shall elect Directors at the Annual Meeting for that year, or at a Regular Meeting designated for that purpose, or at a Special Meeting called for that purpose. Cumulative voting for the election of Directors shall not be permitted. The candidates receiving the highest number of votes up to the number of Directors to be elected shall be elected. Each Director shall cast one vote for each Director to be elected. The vote or abstention of each Board member present shall be publicly reported.

Section 4.5 Advisors to the Board

A. The PCS Principal/Superintendent shall act as an advisor and staff to the Board and shall attend all Board meetings. The PCS Principal/Superintendent shall not be a Director and shall not vote.

B. A PCS teacher, selected by the PCS Faculty and Staff, shall act as an advisor to the Board and shall attend all Board meetings. The PCS teacher so selected shall not be a Director and shall not vote.

Section 4.6 Term of Office

A. The term of office for Directors shall be three years.

B. When Director Elected to Fill Vacancy. The term of office of a Director elected to fill a vacancy begins on the date of the Director’s election and continues:

- i) for the balance of the unexpired term in the case of a vacancy created because of the resignation, removal, or death of a Director; or
- ii) for the term specified by the Board in the case of a vacancy resulting from the increase in the number of Directors authorized.

C. When Number of Directors Reduced. A Director’s term of office shall not be shortened by any reduction in the number of Directors resulting from amendment of the Articles of Incorporation or these Bylaws, or other Board action without his or her consent.

D. Maximum Continuous Term. No Director, other than a Director serving as a corporate Officer, may serve for more than six (6) consecutive years.

E. No Extension by Amendment. A Director’s term of office shall not be extended beyond that term for which the Director was elected by amendment of the Articles of Incorporation or these Bylaws, or other Board action.

Section 4.7 Removal of Director by the Board

The Board may remove a Director with or without cause by vote of a majority of the Directors then in office.

Section 4.8 Resignation by Director

Any Director may resign by giving written notice to the Board, the President or the Secretary. The resignation is effective upon the giving of notice, or at any later date specified in the notice. If the resignation is effective at a future time, a successor may be selected before such time to take office when the resignation becomes effective. Subject to the provisions of Section 5226 of the California Corporations Code, no Director may resign if the Director's resignation would leave the corporation without a duly elected Director in charge of its affairs without first giving notice to the California Attorney General.

Section 4.9 Vacancies

A. A vacancy on the Board shall exist:

- i) upon the completion of term, death, loss of legal capacity, resignation or removal of any Director; and
- ii) when the number of authorized Directors is increased.

B. The Board may declare vacant the office of a Director who has been removed under Section 4.7.

C. A vacancy shall be filled in the same manner as provided in Section 4.4., except that if the number of Directors remaining falls below the number required for a quorum, Directors may be elected by a vote of a majority of the then remaining Directors at a regular or special meeting of the Board, or by a sole remaining Director.

Section 4.10 Compensation of Director

Directors shall serve without compensation. However, the Board may approve reasonable reimbursement of a Director's actual and necessary expenses while conducting corporation business.

Section 4.11 Executive Committee

The purpose of the Executive Committee is to make decisions needed to facilitate day to day operations of the school in order to prevent significant hardships which might occur if decisions are delayed until a full Board meeting.

A. Executive Committee membership includes all PCS Board of Director Officers: President; Vice President; Secretary; and Treasurer.

B. The Executive Committee will meet between regular Board meetings to make decisions in case of emergencies or special circumstances.

C. The Executive Committee will inform the full Board after it meets, following previously

established guidelines, and include the reason for meeting and agenda items discussed.

D. Decisions made by the Executive Committee will carry the same weight as a vote by the full Board.

ARTICLE V MEETINGS OF THE BOARD

Section 5.1 Place of Meetings

Board meetings shall be held at the corporation's principal office or at any other reasonably convenient place as the Board may designate from time to time. Any meeting, annual, regular or special, may be held by conference telephone or similar communications equipment, so long as:

- i) all Directors and the public participating in such meeting can hear each other;
- ii) a quorum of the Board participates from locations within the Board's jurisdiction;
- iii) all votes taken during a teleconference meeting are by roll call;
- iv) the agenda indicates that members of the public attending a meeting conducted via teleconference need not give their name when entering the conference call; and
- v) the meeting otherwise complies with the Brown Act.

Section 5.2 Annual Meetings

An Annual Meeting shall be held in June of each year for the purpose of electing Directors, making and receiving reports on corporate affairs, and transacting other business as comes before the Board.

Section 5.3 Regular Meetings

Regular Meetings shall be held at least monthly except for the month of July and notice shall be provided in accordance with the Brown Act.

Section 5.4 Special Meetings

A. Special meetings of the Board for any purpose may be called at any time by the President of the Board, or by a majority of the Board of Directors, and such meetings shall be held at the place designated by the person or persons calling the meeting and in the absence of such designation, at the corporation's principal office.

B. Special meetings of the Board may be held after twenty-four (24) hours' notice and posting in accordance with the Brown Act.

C. Any such notice shall be addressed or delivered to each Director at the Director's email address as it is shown on the records of the corporation or as may have been given to the

corporation by the Director for purposes of notice.

Section 5.5 Adjournment

A majority of the Directors present at a meeting, whether or not a quorum, may adjourn the meeting to another time and place. Notice of such adjournment to another time or place shall be given prior to the time scheduled for the continuation of the meeting to Directors who were not present at the time of the adjournment, and to the public in accordance with the Brown Act.

Section 5.6 Director's Duty to Register Address

Directors shall have the duty to register their postal addresses with the Secretary of the corporation, and notices of meetings mailed to them at such addresses shall be valid notices thereof. Directors may also elect to register their electronic ("e-mail") addresses with the Secretary of the corporation and, if they so elect, notices of meetings sent by e-mail to them at such addresses shall be valid notices thereof.

Section 5.7 Contents of Notice

Notice of meetings shall specify the place, day, and hour of meeting, contain a brief general description of each item of business to be transacted or discussed at the meeting and any other information required by the Brown Act.

ARTICLE VI ACTIONS BY THE BOARD

Section 6.1 Quorum

A quorum shall consist of a simple majority of the Directors then in office. When a meeting is adjourned for lack of a quorum, appropriate notice shall be given as provided in Section 5.5. The Directors present at a duly-called and held meeting at which a quorum is initially present may continue to do business notwithstanding the loss of a quorum at the meeting due to a withdrawal of Directors from the meeting, provided that any action thereafter taken must be approved by at least a majority of the required quorum for such meeting or such greater percentage as may be required by law, or the Articles of Incorporation or these Bylaws.

Section 6.2 Actions by the Board

Every act or decision done or made by a majority of the Directors present at a meeting duly held at which a quorum is present is the act of the Board, unless the Articles of Incorporation, these Bylaws or applicable provisions of the California Corporations Code, particularly those provisions relating to appointment of committees (Corporations Code Section 5212), approval of contracts or transactions in which a Director has a material financial interest (Corporations Code Section 5233) and indemnification of Directors (Corporations Code Section 5238(e)), require a greater percentage or different voting rules for approval of a matter by the Board.

Section 6.3 Conduct of Meetings

In the event of absence of an Officer from the Board meeting, meetings of the Board shall be presided over in the following order of priority: President; Vice-President; Secretary; and Treasurer. In the absence of the previously-named officers, a Director chosen by a majority of the Directors present at the meeting shall preside over the meeting. The Secretary of the corporation shall act as secretary of all meetings of the Board, provided that, in his or her absence or need to preside over the meeting, another person chosen by a majority of the Directors present at the meeting shall act as Secretary of the meeting. Meetings shall be governed by Robert's Rules of Order, as such rules may be revised from time to time, insofar as such rules are not inconsistent with or in conflict with these Bylaws, the Articles of Incorporation of this corporation, the Brown Act or any other applicable provisions of law. In addition, during the course of a Board meeting, a member of the Board, or the Board itself, may provide a reference to staff or other resources for factual information, request staff to report back to the body at a subsequent meeting concerning any matter, or take action to direct staff to place a matter of business on a future agenda.

Section 6.4 Standard of Care

A. Each Director shall perform all duties of a Director, including duties on any Board committee, in good faith, in a manner the Director believes to be in the corporation's best interest and with such care, including reasonable inquiry, as an ordinary prudent person in a like position would use under similar circumstances.

B. In performing the duties of a Director, a Director shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, presented or prepared by:

- i) One or more Officers or employees of the corporation whom the Director believes to be reliable and competent in the matters presented;
- ii) Legal counsel, independent accountants or other persons as to matters that the Director believes are within that person's professional or expert competence; or
- iii) A Board committee on which the Director does not serve, as to matters within its designated authority, provided the Director believes the committee merits confidence and the Director acts in good faith, after reasonable inquiry when the need is indicated by the circumstances, and without knowledge that would cause such reliance to be unwarranted.

C. In investing and dealing with all assets held by the corporation for investment, the Board shall exercise the standard of care described above and avoid speculation, looking instead to the permanent disposition of the funds, considering the probable income, as well as the probable safety of the corporation's capital. The Board may delegate its investment powers to others, provided that those powers are exercised within the ultimate direction of the Board. No investment violates this section where it conforms to provisions authorizing such investment

contained in an instrument or agreement pursuant to which the assets were contributed to the corporation.

Section 6.5 Participation in Discussions and Voting

Every Director has the right to participate in the discussion and vote on all issues before the Board or any Board committee, unless the discussion or vote on any matter involves:

- i) a self-dealing transaction;
- ii) a conflict of interest, as defined by law or in any PCS Conflict of Interest Policy;
- iii) indemnification of that Director; or
- iv) any other matter in which the law prohibits that Director's participation.

Section 6.6 Duty to Maintain Board Confidences

Every Director has a duty to maintain the confidentiality of all Board discussions held during a closed session. A Director shall not disclose confidential records. Any Director violating these duties may be removed from the Board.

ARTICLE VII OFFICERS

Section 7.1 Officers

The Officers of the corporation consist of a President, Vice-President, Secretary and Treasurer. The corporation may also have such other Officers as the Board deems advisable.

A. President.

Subject to Board control, the President has general supervision, direction and control of the affairs of the Board of Directors, and such other powers and duties the Board may prescribe. If present, the President shall preside at Board meetings.

B. Vice-President.

In the event the President is absent or disabled, or in the event of his or her inability or refusal to act, the Vice-President shall perform all the duties of the President, and when so acting shall have all the powers of, and be subject to all the restrictions on, the President. The Vice-President shall have other powers and perform such other duties as may be prescribed by law, the Articles of Incorporation, or these Bylaws, or as may be prescribed by the Board.

C. Secretary. The Secretary shall:

- i) Certify, and keep, or cause to be kept, at the corporation's principal office, a copy of the corporation's Articles of Incorporation and Bylaws, as amended or

otherwise altered to date;

ii) Keep, or cause to be kept, at the corporation's principal office or at such other place as the Board may determine, a book of minutes of all meetings of the Board and Executive Committee, recording therein the time and place of the meeting, whether it was regular or special, how called, how notice was given, the names of those present or represented at the meeting, and the proceedings thereof and the vote or abstention of each Board member present for each action taken;

iii) See that all notices are duly given in accordance with the provisions of these Bylaws or as required by law;

iv) Be custodian of records and of the seal of the corporation, if any, and see that the seal is affixed to all duly executed documents, the execution of which on behalf of the corporation under its seal is authorized by law and these Bylaws;

v) Exhibit at all reasonable times to any Director of the corporation, or to his or her agent or attorney, on request therefore, the Bylaws and the minutes of the proceedings of the Directors of the corporation; and

vi) In general, perform all duties incident to the office of Secretary and such other duties as may be required by law, the Articles of Incorporation of this corporation, or these Bylaws, or which may be assigned to him or her from time to time by the Board.

D. Treasurer.

Subject to the provisions of these Bylaws relating to the "Execution of Instruments, Deposits and Funds," the Treasurer shall:

i) Have charge and custody of, and be responsible for, all funds and securities of the corporation, and deposit all such funds in the name of the corporation in such banks, trust companies, or other depositories as shall be selected by the Board;

ii) Receive, and give receipt for, monies due and payable to the corporation from any source whatsoever;

iii) Disburse, or cause to be disbursed, the funds of the corporation as may be directed by the Board, taking proper vouchers for such disbursements;

iv) Keep and maintain adequate and correct accounts of the corporation's properties and business transactions, including accounts of its assets, liabilities, receipts, disbursements gains and losses;

v) Exhibit at all reasonable times the books of account and financial records to any Director of the corporation or to his or her agent or attorney, on request therefore;

vi) Render to the President, Directors and PCS Principal, whenever requested, an account of any or all of his or her transactions as Treasurer and of the financial condition of the corporation;

vii) Prepare, or cause to be prepared, and certify, or cause to be certified, the financial statements to be included in any required reports; and

viii) In general, perform all duties incident to the office of Treasurer and such other duties as may be required by law, the Articles of Incorporation, or these Bylaws, or which may be assigned to him or her from time to time by the Board.

Section 7.2 Officer Election, Eligibility and Term of Office

A. Election.

The Board shall elect the Officers annually at the Annual Meeting or a Regular Meeting designated for that purpose or at a Special Meeting called for that purpose, except that Officers elected to fill vacancies shall be elected as vacancies occur.

B. Eligibility.

Any Director may serve as an Officer of this corporation. In the event of a vacancy in more than one office, a remaining Officer may hold more than one office except that neither the Secretary nor the Treasurer may serve as the President.

C. Term of Office.

Each Officer serves at the pleasure of the Board, holding office until resignation, removal or disqualification from service, or until his or her successor is elected, whichever occurs first.

Section 7.3 Removal and Resignation of Officers

The Board may remove any Officer, with or without cause, at any time. Any Officer may resign at any time by giving written notice to the Board, the President or the Secretary of the corporation. The resignation shall take effect on receipt of the notice or at a later date specified in the notice, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The provisions of this Section shall be superseded by any conflicting terms of a contract which has been approved or ratified by the Board relating to the employment of any Officers of the corporation.

Section 7.4 Officer Vacancies

Any vacancy caused by the death, loss of legal capacity, resignation, removal, disqualification, or otherwise, of any Officers shall be filled by the Board. In the event of a vacancy in any office other than that of President, such vacancy may be filled temporarily by appointment by the President until such time as the Board shall fill the vacancy.

Section 7.5 Officer Compensation

The salaries of the Officers, if any, shall be fixed from time to time by resolution of the Board, and no Officers shall be prevented from receiving such salary by reason of the fact that he or she is also a Director of the corporation, provided, however, that such compensation paid a Director serving as an Officer of this corporation shall only be allowed if not inconsistent with his or her fiduciary duties to the corporation. In all cases, any salaries received by Officers of this corporation shall be reasonable and given in return for services actually rendered for the corporation which relate to the performance of the charitable or public purposes of this corporation.

ARTICLE VIII COMMITTEES

Section 8.1 Committees

A. Standing Committees

The Board may create one or more standing committees to serve at the pleasure of the Board. Standing Committees shall be chaired by a Director selected by the President of the Board. The Committee Chair shall have the authority to nominate members of the Committee for Board approval. Except for the Executive Committee, non-Board members may be appointed to Standing Committees. Standing Committees shall have all of the authority of the Board to the extent delegated by the Board. However, no Standing Committee may:

- i) fill vacancies on the Board;
- ii) amend or repeal any resolution of the Board;
- iii) approve any self-dealing transaction; or
- iv) approve any action for which the California Corporations Code requires the approval of the Board.

The Board by majority vote may, at any time, modify or revoke any or all of the authority delegated to a Standing Committee.

B. Executive Committee

The Executive Committee is a standing committee of the Board whose membership shall consist solely of the then current officers of the Board. The Executive Committee shall keep regular minutes of its proceedings, cause them to be filed with the corporate records, and report the same to the Board.

C. Advisory Committees

The President of the Board, subject to the limitations imposed by the Board, or the Board, may create other committees to serve the Board that do not have the powers of the Board. These

committees shall be chaired by a Director selected by the President of the Board. The committee chair shall have the authority to nominate members of the committee for Board approval. Committees established pursuant to this section may consist of persons who are not members of the Board. These committees shall act in an advisory capacity only and shall be titled "advisory committees".

ARTICLE IX

INDEMNIFICATION OF CORPORATE AGENTS

Section 9.1 Definitions

For the purpose of this Article, "agent" means any person who is or was a Director, Officer, employee or other agent of this corporation. "Proceeding" means any threatened, pending or completed action or proceeding, whether civil, criminal, administrative or investigative. "Expenses" includes, without limitation, attorney's fees and any expenses of establishing a right to indemnification under Section 9.2 C or 9.2 D ii of these Bylaws.

Section 9.2 Indemnification of Agents

A. This corporation may indemnify any person who was or is a party, or is threatened to be made a party, to any proceeding (other than an action by or in the right of this corporation to procure a judgment in its favor, an action brought under Section 5233 of the California Corporations Code, or an action brought by the Attorney General of California or a person granted relator status by the Attorney General of California for any breach of duty relating to assets held in charitable trust) by reason of the fact that such person is or was an agent of this corporation, against expenses, judgment, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of this corporation and, in the case of a criminal proceeding, such person had no reasonable cause to believe his or her conduct was unlawful. The termination of any proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in the best interests of this corporation, nor that the person had reasonable cause to believe that the person's conduct was unlawful.

B. This corporation may indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action by or in the right of this corporation, or brought under Section 5233 of the California Corporations Code, or brought by the Attorney General of California or a person granted relator status by the Attorney General of California for breach of duty relating to assets held in charitable trust, to procure a judgment in its favor by reason of the fact that such person is or was an agent of this corporation, against expenses actually and reasonably incurred by such person in connection with the defense or settlement of such action if such person acted in good faith, in a manner such person believed to

be in the best interests of this corporation and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. No indemnification shall be made under this Section 9.2.B:

- i) In respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to this corporation in the performance of such person's duty to this corporation, unless and only to the extent that the court in which such proceeding is or was pending shall determine upon application that, in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for the expenses which such court shall determine;
- ii) Of amounts paid in settling or otherwise disposing of a threatened or pending action, with or without court approval; or
- iii) Of expenses incurred in defending a threatened or pending action which is settled or otherwise disposed of without court approval unless it is settled with the approval of the Attorney General of California.

C. To the extent that an agent of this corporation has been successful on the merits in defense of any proceeding referred to in this Section 9.2 A or B or in defense of any claim, issue or matter therein, the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection therewith.

D. Except as provided in this Section 9.2 C, any indemnification under Section 9.2 shall be made by this corporation only if authorized in the specific case, upon a determination that indemnification of the agent is proper in the circumstances because the agent has met the applicable standard of conduct set forth in this Section 9.2 A or B by:

- i) A majority vote of a quorum consisting of Directors who are not parties to such proceeding; or
- ii) The court in which such proceeding is or was pending, upon application made by this corporation or the agent or the attorney or other person rendering services in connection with the defense whether or not such application by the agent, attorney or other person is opposed by this corporation.

E. Expenses incurred in defending any proceeding may be advanced by this corporation prior to the final disposition of such proceeding upon receipt of an undertaking by or on behalf of the agent to repay such amount unless it shall be determined ultimately that the agent is entitled to be indemnified as authorized by this Section 9.2.

F. No provision made by this corporation to indemnify its or its subsidiary's Directors or Officers for the defense of any proceeding, whether contained in the Articles of Incorporation, these Bylaws, a resolution of the Directors, an agreement or otherwise, shall be valid unless consistent with this Section 9.2. Nothing contained in this Section 9.2 shall affect any right to

indemnification to which persons other than such Directors and Officers may be entitled by contract or otherwise.

G. No indemnification or advance shall be made under this Section 9.2, except as provided in Section 9.2 C or Section 9.2 D ii hereof, in any circumstances where it appears:

- i) That it would be inconsistent with a provision of the Articles of Incorporation, these Bylaws or an agreement in effect at the time of accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or
- ii) That it would be inconsistent with any condition expressly imposed by a court in approving a settlement.

Section 9.3 Non-applicability to Fiduciaries of Employee Benefit Plans

This Article 9 does not apply to any proceeding against any Director, investment manager or other fiduciary of an employee benefit plan in such person's capacity as such, even though such person may also be an agent, as defined in Section 9.1, of the employer corporation. The corporation shall only have the power to indemnify such Director, investment manager or other fiduciary to the extent permitted by Section 207(f) of the California Corporations Code.

ARTICLE X INSURANCE FOR CORPORATE AGENTS

Section 10.1 Insurance for Corporate Agents

The Board may authorize the purchase and maintenance of insurance on behalf of any agent of the corporation (including a Director, Officer, employee or other agent of the corporation), against any liability other than for violating provisions of law relating to self-dealing (Section 5233 of the California Corporations Code) asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not the corporation would have the power to indemnify the agent against such liability under the provisions of Section 5238 of the California Corporations Code.

ARTICLE XI CONTRACTS WITH DIRECTORS

Section 11.1 Contracts with Directors

The Corporation shall not enter into a contract or transaction in which a Director directly or indirectly has a material financial interest (nor any other corporation, firm, association, or other entity in which one or more of the corporation's Directors are directors and have a material financial interest).

ARTICLE XII

EXECUTION OF INSTRUMENTS, DEPOSITS AND FUNDS

Section 12.1 Execution of Instruments

Except as otherwise provided in these Bylaws, the Board may authorize any Officers or agent of the corporation to enter into any contract or execute and deliver any instrument in the name of or on behalf of the corporation. Such authority may be general or confined to specific instances. Unless so authorized, no Officers, agent or employee shall have any power to bind the corporation by any contract or engagement, to pledge the corporation's credit, or to render it liable monetarily for any purpose or any amount.

Section 12.2 Checks and Notes

Except as otherwise specifically provided by action of the Board recorded in the official minutes, or as otherwise required by law, checks, drafts, Promissory notes, orders for the payment of money and other evidence of indebtedness of the corporation may be signed by the President, Vice-President, Treasurer or Secretary. Any such indebtedness in the amount of \$5,000.00 (five thousand dollars) or more, or in such other amount as may be established by action of the Board, requires two signatures, one of which must be the Treasurer's.

Section 12.3 Deposits

All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies, or other depositories as the Board may select.

Section 12.4 Gifts

The Board may accept on behalf of the corporation any contribution, gift, bequest, or devise for the charitable or public purposes of this corporation.

ARTICLE XIII CORPORATE RECORDS and REPORTS

Section 13.1 Maintenance of Corporate Records

The corporation shall keep at its principal office in the State of California:

- A. Minutes of all meetings of Directors and committees of the Board, indicating the time and place of holding such meetings, whether regular or special, how called, the notice given, and the names of those present and the proceedings thereof;
- B. Adequate and correct books and records of accounts, including accounts of its properties and business transactions and accounts of its assets, liabilities, receipts, disbursements, gains and losses; and
- C. A copy of the corporation's Articles of Incorporation and Bylaws as amended to date.

Section 13.2 Rights of Inspection

Every Director shall have the right at any reasonable time to inspect and copy all books, records and documents of every kind and to inspect the physical properties of the corporation. This right to inspect may be circumscribed in instances where the right to inspect conflicts with California or federal law (e.g., restrictions on the release of educational records under FERPA) pertaining to access to books, records, and documents.

Section 13.3 Right to Copy and Make Extracts

Any inspection under the provisions of this Article may be made in person or by agent or attorney and the right to inspection includes the right to copy and make extracts.

Section 13.4 Annual Report

The Board shall cause an annual report to be furnished not later than one hundred and twenty (120) days after the close of the corporation's fiscal year to all Directors of the corporation which shall contain the following information in appropriate detail:

- A. The assets and liabilities, including the trust funds, of the corporation as of the end of the fiscal year;
- B. The principal changes in assets and liabilities, including trust funds, during the fiscal year;
- C. The revenue or receipts of the corporation, both unrestricted and restricted to particular purposes, for the fiscal year; and
- D. The expenses or disbursements of the corporation, for both general and restricted purposes, during the fiscal year.

The annual report shall be accompanied by any report thereon of independent accountants, or, if there is no such report, the certificate of an authorized Officer of the corporation that such statements were prepared without audit from the books and records of the corporation.

Section 13.5 Contracts with Designated Employees

The Corporation shall not enter into a contract or transaction in which a designated employee (e.g., Officers or other key decision-making employees) directly or indirectly has a material financial interest unless all of the requirements in the PCS Conflict of Interest Code have been fulfilled. The Board may adopt conflict of interest policies requiring:

- A. Regular annual statements from Directors, Officers, and key employees to disclose existing and potential conflicts of interest; and,

B. Corrective and disciplinary actions with respect to transgressions of such policies. For the purpose of this Section 13.5, a person shall be deemed to have an "interest" in a contract or other transaction if he or she is the party (or one of the parties) contracting or dealing with the corporation, or is a director, or officer of, or has a significant financial or influential interest in, the entity contracting or dealing with the corporation.

ARTICLE XIV FISCAL YEAR

Section 14.1 Fiscal Year

The fiscal year of the corporation shall begin on July 1 of each year and shall end on June 30th of the following year.

ARTICLE XV OTHER PROVISIONS

Section 15.1 Validity of Instrument

Subject to the provisions of applicable law, any note, mortgage, evidence of indebtedness, contract, conveyance or other written instrument and any assignment or endorsement thereof executed or entered into between the corporation and any other person, shall be valid and binding on the corporation when signed by the President of the Board or Vice-President or Secretary or Treasurer of the corporation, unless the other person has actual knowledge that the signing Officers had no authority to execute the same. Any such instruments may be signed by any other person(s) and in such manner as from time to time shall be determined by the Board and, unless so authorized by the Board, no Officer, agent or employee shall have any power or authority to bind the corporation by any contract or engagement, to pledge its credit, or to render it liable for any purpose or amount.

Section 15.2 Construction and Definitions

Unless the context otherwise requires, the general provisions, rules of construction, and definitions contained in the California Corporations Code shall govern the construction of these Bylaws. Without limiting the generality of the foregoing, words in these Bylaws shall be read as the masculine or feminine gender, and as the singular or plural, as the context requires, and the word "person" includes both a corporation and a natural person. The captions and headings in these Bylaws are for convenience of reference only and are not intended to limit or define the scope or effect of any provisions.

Section 15.3 Interpretation of Charter

Whenever any provision of these Bylaws is in conflict with the provisions of the Charter, the provisions of the Charter control.

ARTICLE XVI AMENDMENT

Section 16.1 Amendments to these Bylaws

Only a majority of the Directors at a duly noticed meeting of the Board of Directors may amend or repeal these Bylaws or adopt new Bylaws.

ARTICLE XVII SHARING CORPORATE PROFITS AND ASSETS PROHIBITED

Section 17.1 Sharing Corporate Profits

No Director, Officer, employee, or other person connected with this corporation, or any private individual, shall receive at any time any of the net earnings or pecuniary profit from the operations of the corporation, provided, however, that this provision shall not prevent payment to any such person of reasonable compensation for services performed for the corporation in effecting any of its public or charitable purposes, provided that such compensation is otherwise permitted by these Bylaws and is fixed by resolution of the Board; and no such person or persons shall be entitled to share in the distribution of, and shall not receive, any of the corporate assets on dissolution of the corporation.

CERTIFICATE

This is to certify that the foregoing is a true and correct copy of the Bylaws of the corporation named in the title thereto and that such Bylaws were duly adopted by the Board of Directors of said corporation at their May 6th, 2015 Board meeting.

Pete Rode, Board President, _____

Connie Smith, Board Secretary, _____

PACIFIC COLLEGIATE SCHOOL
CONFLICT OF INTEREST POLICY

In addition to the Conflict of Interest provisions of Section 13.5 of the Pacific Collegiate School ("PCS") Bylaws and Article III, Section M, of the PCS Employee Handbook regarding conflicts of interest, these conflict of interest requirements shall apply to all PCS employees and Board members.

I. CODE OF CONDUCT

PCS expects its Directors and employees to exercise good judgment and to follow high ethical standards in conducting PCS affairs. The Directors and employees of PCS shall, in serving PCS, act not in their personal interests or in the interests of others, but rather solely in the interests of PCS. Directors and employees may not use their official positions, or any inside information they have about PCS, without authorization and in a manner that provides a personal or pecuniary benefit to themselves or their relatives (including their spouses, domestic partners, parents, children, stepchildren, grandchildren or siblings; each, a "Related Person"). Inside information is information obtained through the Director's or employee's position that has not become public information. A PCS officer or employee shall not engage in any employment, activity or enterprise, which is inconsistent, incompatible, in conflict with or inimical to his or her duties, functions or responsibilities as a PCS officer or employee.

II. POLICY REGARDING NEPOTISM

No supervisor, officer or Board member shall show favoritism to a Related Person with respect to any benefits or opportunities afforded by PCS on the basis of that familial relationship.

No Related Person to the Principal or any Board member may be hired in a paid capacity at PCS. No Related Person to a manager or supervisor may be assigned to a position which is in a direct reporting relationship to or within the supervisory line of authority of such manager or supervisor.

III. CONFLICT OF INTEREST CODE – POLITICAL REFORM ACT OF 1974

A. ADOPTION

In compliance with the Political Reform Act of 1974, California Government Code Section 87100, et seq., PCS hereby adopts this Conflict of Interest Code ("Code"), which shall apply to all governing board members and all other designated employees of PCS, as specifically required by California Government Code Section 87300.

B. DEFINITION OF TERMS

As applicable to a California public charter school, the definitions contained in the Political Reform Act of 1974, the regulations of the Fair Political Practices Commission, specifically California Code of Regulations Section 18730, and any amendments or modifications to the Act and regulations are incorporated into this Code by this reference.

C. DESIGNATED EMPLOYEES

All governing board members and any employee who holds a position that involves the making, or participation in the making, of decisions that may foreseeably have a material effect on any financial interest of the employee, shall be "designated employees." The designated positions are listed in "Exhibit A" attached to this Code.

D. STATEMENT OF ECONOMIC INTERESTS: FILING

Each designated employee, including governing board members, shall file a Statement of Economic Interest ("Statement") at the time and in the manner prescribed by California Code of Regulations, Title 2, Section 18730. The Statement shall disclose reportable investments, interests in real property, business positions, and income required to be reported under the category or categories to which the employee's position is assigned in "Exhibit A."

An investment, interest in real property, business position or income shall be reportable if the business entity in which the investment is held, the interest in real property, the business position, or source of income may foreseeably be affected materially by a decision made or participated in by the designated employee by virtue of his or her position. The specific disclosure responsibilities assigned to each position are set forth in "Exhibit B."

Statement forms shall be supplied by the PCS Principal or his/her designee (the "Filing Officer"). Completed Statements shall be given to the Filing Officer. The Filing Officer shall make and retain a copy of the Statements and forward the originals to the Santa Cruz County Board of Supervisors.

E. DISQUALIFICATION

No designated employee or Board member shall make, participate in making, or try to use his/her official position to influence any PCS decision which he/she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of his or her immediate family, except as specifically authorized by law.

F. MANNER OF DISQUALIFICATION

1. Designated Employees


When a designated employee determines that he/she should not make a decision because of a disqualifying interest, he/she should submit a written disclosure of the disqualifying interest to

his/her immediate supervisor. The supervisor shall immediately reassign the matter to another employee and shall forward the disclosure notice to the PCS Principal, who shall record the employee's disqualification. The interested employee shall not participate in any way in the decision on the matter. In the case of the Principal, this determination and disclosure shall be made in writing to the PCS Board.

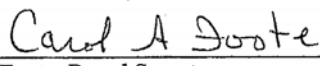
2. Governing Board Members

Governing Board members shall disclose a disqualifying interest at the meeting during which consideration of the decision takes place. This disclosure shall be made part of the Board's official record. The Board member shall refrain from participating in the decision in any way (i.e., the Board member with the disqualifying interest shall refrain from discussing or attempting to exert influence over the decision, shall not vote on the matter and shall leave the room during Board discussion and when the final vote is taken).

Approved at the April 2, 2011 PCS Board Meeting



Andrew Townsend, Board President



Carol Foote, Board Secretary

PACIFIC COLLEGIATE SCHOOL
CONFLICT OF INTEREST POLICY

PAGE 3 of 5

EXHIBIT A

Designated Positions

- I. Persons occupying the following positions are designated employees and must disclose financial interests in all categories defined in "Exhibit B" (i.e., categories 1, 2, and 3).
 - A. Members of the Governing Board
 - B. Corporate Officers (e.g., CEO/President, CFO/Treasurer, Secretary, etc.)
 - C. Principal
 - D. Business Manager
 - E. Staff Advisors to the Board, the Board Finance Committee, and the Board Compensation Subcommittee

- II. Persons occupying the following positions are designated employees and must disclose financial interests defined in Category 1 of "Exhibit B."
 - A. Accounts Receivable/Payable

- III. Persons occupying the following positions are designated employees and must disclose financial interests defined in Categories 2 and 3 of "Exhibit B."
 - A. Information Technology Coordinator

EXHIBIT B

Disclosure Categories

Category 1 Reporting:

- A. Interests in real property which is located in whole or in part either (1) within the boundaries of the school service area, or (2) within two miles of the boundaries of the school service area, including any leasehold, beneficial or ownership interests or option to acquire such interest in real property.

(Interests in real property of an individual include a business entity's share of interest in real property of any business entity or trust in which the designated employee or his or her spouse owns, directly, indirectly, or beneficially, a 10% interest or greater.)

- B. Investments in or income from persons or business entities which are contractors or sub-contractors which are or have been within the previous two-year period engaged in the performance of building construction or design within the school service area.

- C. Investments in or income from persons or business entities engaged in the acquisition or disposal of real property within the jurisdiction.

(Investment includes any financial interest in or security issued by a business entity, including but not limited to common stock, preferred stock, rights, warrants, options, debt instruments and any partnership interest or other ownership interests.)

(Investments of any individual include a pro rata share of investments of any business entity or trust in which the designated employee or his or her spouse owns, directly, indirectly or beneficially, a ten percent interest or greater.)

(Investment does not include a time or demand deposit in a financial institution, shares in a credit union, any insurance policy, or any bond or other debt instrument issued by any government or government agency.)

Category 2 Reporting:

- A. Investments in or income from business entities that manufacture or sell supplies, books, machinery or equipment of the type utilized by the department for which the designated employee is a Manager or Principal. Investments include interests described in Category 1.

Category 3 Reporting:

- A. Investments in or income from business entities that are contractors or sub-contractors engaged in the performance of work or services of the type utilized by the department for which the designated employee is a Manager or Principal. Investments include the interests described in Category 1.

APPENDIX H: JOB DESCRIPTIONS

Pacific Collegiate School, Head of School

Job Description

Last Updated September 2019

The School

Pacific Collegiate School (PCS) is a public charter school currently serving grades 7-12 (with the near-term possibility of a 6th grade expansion), located in the City of Santa Cruz, CA (just south of the San Francisco Bay Area on California's Central Coast). Founded almost twenty years ago (in 1999), PCS' mission is to provide exemplary, standards-based college preparatory and fine arts education for public middle and high school students who live in Santa Cruz County and bordering areas. The school's vision is to offer any student the highest quality of education - matching or exceeding that offered by the most academically distinguished schools in California, if not the country - with the goal of preparing its graduates to enter and thrive at the world's finest colleges and universities and beyond. Of the 540 enrollees, currently 22% are students of color. The school has made a concerted effort in recent years to increase its diversity, creating outreach strategies for under-represented groups and lottery preferences targeted specifically at first generation college students. A primary goal of the school is to increase the school's diversity to reach better parity with the geographic surroundings. PCS has strong financial reserves and donor support and occupies a newly renovated campus that is owned by its supporting organization, the Pacific Collegiate Foundation, giving it notable security as an independent charter school.

PCS has been recognized by US News and World Report as the top public high school in California and a top 10 high school nationally. PCS is also distinguished by its dedicated faculty and active parent community. Hallmarks of the PCS academic program include: a small school environment and strong community; the requirement of taking a minimum of five AP classes during the high school years; a deep commitment to arts education with three arts courses required to graduate; and an emphasis on humanities integration with English and history courses closely aligned and designed to inspire global citizenship and reinforce critical thinking skills. Of the PCS students who took AP exams in the '17-'18 school year, 84% achieved a score of 3 or higher while 55% received a score of 4 or 5. PCS had a 95% college matriculation rate for its most recent senior class. For more information about the school, please visit www.pacificcollegiate.com.

Responsibilities

The Head of School is in charge of the management of all aspects of the school, including the following which will be incorporated and aligned to the Head of School annual evaluation process (incorporating by reference further details within the Head of School Evaluation Rubric):

- Learning & Teaching:
 - Maintaining the school's highly rigorous academic program and serving as the "Educator in Chief" by working with teachers to set instructional goals and priorities (and metrics for their measurement based on student outcomes) geared towards a vision of academic and non-academic achievement for all students to be prepared for college and community
 - In concert with other stakeholders, develop the vision for the academic program as reflected in the school's mission - highlighting all core subjects including the arts, electives, and other related activities - and work closely with the Board of Directors to

formalize this vision and ensure it has adequate resources and support to run its program effectively;

- Implements curricula aligned to state or national college-readiness standards for all students and supports faculty to implement effective instructional strategies to meet student learning goals
- Building student support systems that provide adequate services to meet students' academic and social emotional needs and those related to school safety, including developing and staffing these functions appropriately and measuring results to ensure their effectiveness

- Shared Vision, School Culture & Family Engagement:

- Developing and maintaining strong relationships with all school stakeholders (students, faculty/staff, parents, board members), including but not limited to ensuring open lines of communication at all times and addressing issues and concerns in a timely and constructive manner as well as engaging stakeholders in the collaborative development of a vision for high student achievement and effective adult practices within the school community to achieve that vision
- Execute on all aspects of PCS' diversity plans including leading the community in courageous conversations regarding equity and diversity as well as cultivating positive school culture and climate while building and maintaining a strong sense of community and volunteerism among staff, parents and students

- Strategic Plan & Systems:

- Leads the school community through a strategic planning process resulting in a multi-year vision with strong stakeholder engagement to inform the plan, as well as aligning all key strategic documents (LCAP, Charter Renewal, etc. with longer term goals)
- Implements strategic plans with clear, aligned annual school goals as well as monitors progress towards goals and shares with stakeholders
- Effectively and successfully manages charter renewal process in addition to compliance with all COE, state and other local requirements and regulations

- Talent Management:

- Recruits, selects and retains effective teachers
- Overseeing the front and back office staff to ensure that all operations issues, including finance, facilities, human resources, student record-keeping, and compliance, are managed efficiently and professionally
- Implements effective performance management for all staff and faculty, including ensuring that all teachers and staff have:

- clear lines of communication to and from the administrative team, that everyone understands who their supervisor is
 - receive regular feedback, support, and evaluation of their progress and areas for development
 - experience a rigorous evaluation process tied to the standards of excellence for the school
 - are led by a highly effective leadership team
- Personal Leadership and Growth
 - Implements communication plans and effectively communicates with multiple stakeholders to manage and adapt to change and provide inclusive and transparent communications for the community
 - Build the capacity of staff and faculty to maintain a solutions-oriented approach with all students and their well-being and success at the center

Compensation and Benefits

Pacific Collegiate School offers a competitive compensation and benefits package with a salary range of \$140-170k annually.

Job Title: Pacific Collegiate School: Vice Principal/Dean of Students

General Summary

Under the direction of the Head of School, the Vice Principal/Dean of Students will be responsible for the oversight of all student related functions of the school: schedules, discipline, attendance interventions, 504 and support services. Additionally, this position oversees the master schedule, coordinates testing and maintains student achievement and data stream.

General Responsibilities:

- Oversees all aspects of student functions for PCS.
- Maintain regular communication and advises Head of School in all areas of responsibility.
- Assists in the implementation of school goals and program development activities as related to school operations.

Direct Reports

- Registrar
- Academic Support
- Study Hall
- Receptionist and Attendance Specialist

Essential Job Accountabilities

- Assist in the planning and administration of program evaluation and assessment, such as the STAR Testing Program and Advanced Placement; and organizes and manages data stream for analyzing program quality.
- Supervise school auxiliary services, including student safety programs, testing programs, library/media learning center services.
- Establish student ineligibility as it relates to co-curricular and extracurricular programs and activities.
- Maintain professional competence through participation in in-service education activities provided by the district and/or self-selected professional growth activities.
- Participate in emergency response activities as necessary.
- Confer with students, parents, teachers, law enforcement officers, and representatives of social welfare agencies to resolve individual pupil academic and behavioral problems.
- Assist in monitoring of extracurricular sport and student activities at the school site.
- Provide leadership/direction to student government and student council activities.
- Promote a feeling of unity and spirit among the student body.
- Respect and maintain professional and student confidences.
- Establish, maintain and nurture effective working relationships with parents, community members, students, and school related outside agencies.
- Coordinate professional meetings and other meetings regarding district business, SST's, IEP's, etc.
- Evaluate student progress in the instructional program by discussions with teachers, counselors and review of student records.
- Adhere to all district health and safety policies.
- Assist Head of School and Faculty Dean in annual faculty evaluation process.

Department:	Pacific Collegiate School ("PCS") Management	Reports to:	Head of School
Approved by: (sign & date)		Work Year:	210 day per year work calendar (July 1 – June 30)
		FLSA:	Exempt

- Organize, oversee, and provide support to the various services, supplies, materials, and equipment provided to carry out the school program.
- Manage case load of students receiving services under section 504, including leading student study teams and 504 meetings.
- Maintain high standard of student conduct and enforce discipline as necessary, according due process to the rights of students.
- Coordinate student achievement data; supervise the maintenance of accurate records on the progress and attendance of students; model data analysis possibilities for staff and Board, assign consequences and coordinate interventions as needed
- Maintain good relationships with students, staff, and parents, and comply with established lines of authority.
- Assist in or lead school professional development activities such as faculty/staff meetings, in service design, technology training, and identifying outside experts to provide assistance.
- Oversee creation of master schedule; work with students and families in student schedules as they progress to graduation.
- Perform other related duties as assigned; act as Head of School designee.

Education

- Bachelors' degree required, Masters preferred.
- Administrative credential required.
- Combination of education and experience and training which would indicate possession of the required knowledge, skills and competencies listed herein.

Work Experience

- 5-7 years of Middle and High School Assistant Principal experience.
- Demonstrated experience in student support.
- Experience or interest in working in charter schools, education, or non-profits.

Knowledge, skills, and competencies

- Community relations.
- Classroom procedures which promote appropriate student conduct and motivation for student learning.
- Tracking student achievement through data analysis and interpretation
- Child guidance principles and practices.
- Principles of training and providing work direction.
- Applicable sections of the State Education Code and other applicable laws.
- Research methods and report writing techniques.
- Applicable state advisory documents, the State Framework in all subjects taught and district curriculum standards appropriate to their teaching assignment.
- Standardized student testing requirements.

Department:	Pacific Collegiate School ("PCS) Management	Reports to:	Head of School
Approved by: (sign & date)		Work Year:	210 day per year work calendar (July 1 – June 30)
		FLSA:	Exempt

Knowledge, skills, and competencies (con 't)

- School improvement programs, goals and objectives
- Adequate Yearly Progress report requirements applicable to the school site.
- No Child Left Behind Act requirements.
- Current trends and research concerning the growth and development of school-age students.
- School policies, procedures, and major contracts.
- Section 504 and Special Education laws.
- Organizational and interpersonal skills.
- Excellent collaboration, verbal and written communication skills.
- Interest in process improvement.
- Works independently.
- Willing to adapt quickly to changes in direction.
- Thoughtful, reflective, diplomatic with high level of integrity, confidentiality and professionalism.
- Can clearly communicate point of view yet fully support final decisions if different from one's own.

Job Title: Pacific Collegiate School: Director of Special Education. School Psychologist

Department:	Pacific Collegiate School ("PCS") Management	Reports to:	Head of School
Approved by: (sign & date)		Work Year:	215 day per year work calendar (July 1 – June 30)
		FLSA:	Exempt

General Summary

The Special Education Coordinator will report to the Head of School, oversees all special education services at the for PCS, and represents the interest of PCS at County, Regional and State levels.

This person provides direction to Resource Specialists, Language Speech, and Hearing Specialists, any Regional Program Specialists (i.e.: Orthopedically Impaired, Hard of Hearing, Visually Impaired Specialists) Instructional Aides, and Administrative Assistant.

Responsibilities and Essential Job Accountabilities:**Special Education Coordinator:**

- Maintains regular communication and advises Head of School in all areas of responsibility.
- Complies with Federal, State and local laws and regulations regarding special education.
- Provides leadership and guidance to special education staff in the areas of instruction, staff relationships administrative procedures, as well as State and Federal laws and regulations.
- Develops and implements procedures to ensure that special education students are appropriately referred, evaluated, and placed into instructional programs, which meet the students' unique needs; chairs IEP Team meetings as well as reviews corresponding documents.
- Provides input regarding the supervision and evaluation of special education personnel in cooperation with the Head of School and coordinates with administration in the hiring of new personnel.
- Provides for appropriate staff development for special education and general education personnel.
- Assists in the development of the Special Education budget, including State AB 602 as well as Federal, Staff Development and Educationally Related Mental Health funds and is responsible for expenditure of said funds.
- Is knowledgeable of and completes all State reporting and compliance documents, as related to special education programs and functions.
- Articulates the needs of the District in working collaboratively with the Special Education Local Plan Area (SELPA) and functions as a member of the Special Education Council (SEC) and Community Advisory Committee (CAC).
- Is knowledgeable of program offerings throughout the SELPA and works collaboratively with feeder Districts within the student catchment area.
- Resolves compliance issues.
- Oversees due process procedures at the District level; acts as respondent to CDE complaints filed by parents or agencies.
- Is knowledgeable of community agencies, which routinely interface with the Special Education personnel, students, and families.
- Establishes active, cooperative relationships with students, parents, staff, and the Board of Directors.
- Assists in the development and implementation of the school goals, including benchmark performances; assists in program development activities as related to special education and school operations.
- Completes special tasks and projects, as assigned by the Head of School.

Responsibilities and Essential Job Accountabilities:

School Psychologist:

- A State credentialed professional, who has specialized knowledge in areas of cognitive, social, emotional, behavioral, language, academic, physical and psychomotor development, which can adversely impact student learning.
- Is knowledgeable of assessment techniques/tools and instructional methodologies in areas related to special education.
- Provides counseling, guidance, and therapeutic intervention to students, as needed.
- Provides guidance to students, parents, teachers, administrators, paraprofessional staff through a variety of specialized and unique learning and teaching methodologies.

Miscellaneous

- In collaboration with the Head of School, monitors District compliance with applicable laws and regulations pertaining particularly to special education programs and populations.
- Maintains strict confidentiality regarding student and school matters.
- Attends in-services and participates in school related functions.
- Maintains strong communication and excellent working relationships with other departments.
 - Recommends, implements and maintains process improvements.

Education

- Masters of Arts/Science in School Psychology, Doctorate in School Psychology.
- Valid State Pupil Personnel Services credential.

Work Experience

- Knowledge of and experience with planning and implementing Federal, State and SELPA laws/regulations/policies pertaining to services for special needs populations.
- Knowledge and experience with governmental funding as well as budgetary planning and procedures.
- At least five years of educational experience working with student populations 0 – 22.11 years of age.
- At least three years of experience related to special education director/coordinator, assistant special education director/coordinator, psychologist, or program specialist.
- Experience in preparing and presenting programmatic and departmental information.
- Experience leading, coaching and developing staff.
- Experience or interest in working in District schools, education, or non-profit.

Knowledge, skills, and competencies

- Advanced analytical, organizational, and interpersonal skills.
- Excellent collaboration, verbal and written communication skills.
- Able to work cooperatively and effectively with students and adults.
- Able to break down problems into meaningful parts and come to rational and well-thought out conclusions.
- Attention to detail and accuracy.
- Interested in process improvement.
- Willing to adapt quickly to directional changes.
- Internally motivated to seek out answers, generate ideas, and develop new skills.
- Thoughtful, reflective, and diplomatic with a high level of integrity and professionalism.
- Can clearly communicate point of view yet fully support final decisions, if different from one's own.

Job Title: Pacific Collegiate School: College Counselor

Department:	Pacific Collegiate School ("PCS") Management	Reports to:	Head of School
Approved by: (sign & date)		Work Year:	215 day per year work calendar (Aug 1 – June 30)
		FLSA:	Non-Exempt

General Summary

Under the direction of the Head of School, the College Counselor will be responsible for preparing PCS students for college and the college application process as well as cultivating connections with other colleges and universities.

General Responsibilities:

- Oversees all aspects of college preparation, counseling, scholarships and awards.
- Maintain regular communication and advises Head of School in all areas of responsibility.
- Assists in the implementation of school goals and program development activities as related to school operations.

Essential Job Accountabilities

- Individual junior and senior meetings to support college admission goals, students in lower grades as possible and appropriate.
- Primary contact for Naviance (web-based college counseling database and application management system).
- Support faculty in providing letters of recommendation / scholarship applications for seniors.
- Deliver counselor letters and reports as part of the application process.
- Provide updated PCS School Profile and College Counseling Handbook each year.
- Host annual grade-level meetings about what it means to be preparing for college.

Education

- Bachelors' degree required.
- Combination of education and experience and training which would indicate possession of the required knowledge, skills and competencies listed herein.

Work Experience

- Minimum of 2-3 years of academic and/or college counseling to high school students.
- Experience with meeting the social and emotional needs of high school students preferred.
- Experience in presenting and preparing proposals.
- Experience or interest in working in charter schools, education, or non-profits.

Knowledge, skills, and competencies

- Organizational and interpersonal skills.
- Excellent collaboration, verbal and written communication skills.
- Understanding of the college admission cycle and process.
- Knowledge of PSAT, SAT, ACT, AP and standardized test used in college.
- Firm grasp on eligibility criteria for CSU and UC systems, A-G subject requirements.
- Willing to adapt quickly to changes in direction.
- Thoughtful, reflective, diplomatic with high level of integrity, confidentiality and professionalism.

APPENDIX I: LIST OF CERTIFICATED FACULTY

2019-2020 PCS Certificated Faculty

October 1, 2019

Administration	Credential	Expiration	Document #
Maria Reitano	Administrative Services	5/1/23	180096502
Todd Harrison	Administrative Services	9/1/21	170011363
Lauren Friend	Preliminary Administrative Services	7/1/22	190221735
Carrie Moyer	Pupil Personnel Services	6/1/22	170071414

Classroom Teachers	Credential	Expiration	Document #
Kenneth Alley	Intern: Art	11/1/20	190021801
Heather Calame	SS: Music	7/1/23	180127961
Kelsey Flood (Cervine)	Prelim: Social Science	9/1/23	180250918
Ning Ning Chen	SS: Mandarin	7/1/23	180161057
Gabriel Cohn	SS: English, Social Science	7/1/24	190076436
Wayne Conley	SS: Geoscience	9/1/23	180077150
Lindsay Cross	Prelim: Mathematics	9/1/23	180217929
Kelly Bond (Curtin)	SS: English	8/1/21	160150302
Christine DeCaporale	SS: English	10/1/22	170146074
Linda Dennis	Multiple Subject (Sup: English)	1/1/24	180270724
	Specialist Instruction Credential in Special Education: Severely Handicapped	1/1/24	180270725
	Resource Specialist Added Authorization: Preliminary	11/1/19	170042837
Jennifer Eskenazi	SS: Math	6/1/20	150066404
Lauren Friend	SS: Social Science	7/1/22	170131697
Randy Garrett	SS: Math	9/1/21	160162564
Andy Gersh	Limited Assignment Permit	<i>(credential transfer from out of state in progress)</i>	
Cindy Gorski	Multiple Subject (Sup: English and Music)	11/1/19	140189927
Alice Hughes	SS: Music	9/1/20	150157291

Jamal Hunt	SS: English (Sup: Civics/Government)	7/1/20	150146491
Anne Marie Hutchison	SS: Spanish	7/1/22	170133887
Jimmy Kelly	SS: Social Science	2/1/21	160017017
Mary Kelly	Short Term Staff Permit	<i>(credential in progress)</i>	
Emily Klein	Intern: English	9/1/20	180152287
Bill Koens	SS: Math	10/1/21	160177566
Trung Lai	SS: Math	10/1/20	170182523
Jared Leake	Short Term Staff Permit	<i>(credential transfer from out of state in progress)</i>	
Robin Levy	Prelim: Multiple Subject	9/1/20	160043471
	Prelim: Dance and French	9/1/20	160043472
Annie Marshall	SS: French, Biological Science	9/1/20	150160182
Chris Marentette	SS: Physics and Math	12/1/22	180022727
Demetra Messoloras	SS: Art	10/1/19	140175914
Lisa Michael	SS: Physical Science (Sup: Intro. Math)	12/1/22	170167696
Kyla Chapman (Painter)	Prelim: Biological Sciences	7/1/23	180137229
Nirshan Perera	SS: English	7/1/20	150146924
Laila Rall	SS: English, Spanish	5/1/21	160078351
Andrea Roth	Multiple Subject (Sup: English)	9/1/21	160177813
Tim Ruckle	Prelim: Social Science (Sup: Intro. Math)	6/1/24	190127710
Janelle Silva	SS: English	7/1/20	150107250
Sara Latin Saucedo	SS: Spanish	7/1/23	180148196
Brandon Summerrill	SS: Foundational Math	3/1/20	150038229
Kristen Van Klootwyk	Multiple Subject (Sup: English)	2/1/21	160002547
Kyle Walters	SS: Biological Sciences	6/1/22	170102672
Wesley Winter	Prelim: Chemistry	6/1/23	180115569

APPENDIX J: LIST OF NON-TEACHING SUPPORT STAFF

2019-2020 PCS Non-Teaching Support Staff

October 1, 2019

Staff Member	Position
Emma Attard	Alumni Coordinator
Janelle Christensen	Attendance Specialist
Scott Crary	IT Specialist*
Sarah de Sousa	College Counselor
Peggy Gross	Senior Accounting and Budget Analyst
Dan Hogan	Facilities Manager/Maintenance Lead
Paula Kenyon	Development Director
Sonya Kiernan	Administrative Assistant
Silvia Morales	Outreach Coordinator
Liz Musal	Study Hall Monitor/Community Service Coordinator
Chad Paeglow	Food Service Coordinator
David Ramos-Beban	Instructional Assistant*
Barbara Smith	Registrar
Caitlin Spohrer	ELL Instructional Assistant <i>MS Clear Credential #190133129, exp. 9/1/24</i>
Stephen Taylor	Athletic Director
Traci Turner	Senior Business Administrator
Joanne Volpe	Speech Therapist <i>Clinical/Rehabilitative Services Credential #160079623, exp. 6/1/21</i>

*Contractors/in-direct employees

APPENDIX K: DIVERSITY PLAN

Pacific Collegiate School Diversity Status Report and Action Plan (2020-2025)

- I. Introduction and Vision Statement
- II. Overview of Progress to Date (2006-2019)
- III. Detailed Review of Progress on 2016-2020 Diversity Action Plan
- IV. Overview of 2020-2025 Diversity Action Plan
- V. 2021-2025 Diversity Action Plan
- VI. Appendix A - Relevant Data
- VII. Appendix B - Detailed Review of Past Diversity Plans

Pacific Collegiate School Diversity Status Report and Action Plan (2020-2025)

I. Introduction and Vision Statement

Pacific Collegiate School (PCS) strongly values a student, faculty, staff, and board population that reflects the diversity of Santa Cruz County in all respects, including demography, socioeconomic status, race, ethnicity, culture, religion, gender identity, sexual orientation, and disabilities. A diverse PCS school community is central to our obligation as a public school to provide equal access and support for all community members seeking a high-quality, standards-based, college preparatory and fine arts education. Further, recent research underscores the contributions of diverse school communities to student learning, including critical thinking, communication and problem solving.¹

PCS initially adopted a five-year Diversity Plan in 2006 as a “living document” that provided a conceptual background for issues relating to school diversity, identified a variety of steps intended to diversify the school, and provided an itemized agenda to guide the actions of the school over the following five years. The Plan has been updated every five years to include an assessment of the progress PCS has made as well as to identify new ideas and goals aimed at further fostering diversity at the school. This document first reports on past progress, including during the term of the most recent 2016-2020 Diversity Plan. It then highlights the core diversity goals for the upcoming 2020-2025 period, before detailing the steps we propose to take to accomplish those goals as part of this Diversity Plan for the 2020-2025 period. Relevant data as well as our reports on past Diversity Plans are included in the Appendices.

II. Summary of Progress to Date (2006-2019)

- **Invested in Outreach Coordinator.** In January of 2007, PCS created and funded a 50% staff position for an Outreach Coordinator, whose responsibilities include maintaining and enhancing the school’s current diversity and reaching communities currently regarded as underrepresented. That staff position has remained a key part of the school’s program.

¹Ayscue, Jennifer Erica Frankenberg, and Genevieve Siegel-Hawley

(2017) The complementary benefits of racial and socioeconomic diversity in schools. Research Brief #10. The National Coalition on School Diversity. Available at: <https://school-diversity.org/pdf/DiversityResearchBriefNo10.pdf>

- **Development of Community Outreach Program.** The Outreach Coordinator developed a Community Outreach Program, which includes programs for disseminating information about PCS, raising awareness of PCS and the procedures for admission, and the development of community partnerships to facilitate positive interactions between PCS students and staff and Santa Cruz community members, including tutoring, mentoring, and other community service projects.

- **Development of “First to College” (FTC) Lottery Program.** Since 2011, the PCS admission lottery has increased the percentage of seats set aside for 7th grade applicants who would be the first in their family to attend college, from 10% in 2011 to 15% in 2019. This has increased the admission and retention of Hispanic/Latino students in most years (see Appendix A for relevant data), and by design has consistently enhanced the socioeconomic and racial diversity of the pupil population.

- **Programs for Student Support.** As part of efforts to sustain a diverse student population, PCS established and enhanced numerous levels of student support, including teacher grade level teams, a full time 7th and 8th grade Academic Support specialist, a Study Skills and Technology class for all 7th grade students, and a revised bell schedule to include block periods and in-school tutorial. The focus on this mission and the creation of such programs has likely contributed to the fact that in the last five years there is no longer a strong correlation between students who transfer out before graduation and race or socioeconomic factors.

- **Promotion of Diversity in School Culture and Mentoring.** In order to support students of all academic backgrounds, PCS has put a variety of support structures in place. These include a summer academic and social support program for all incoming 7th grade students called Base Camp, a similar orientation for newly admitted students, and an AP Base Camp for 10th grade students prior to their initial Advanced Placement course. In addition, PCS engages all 7th grade students in a Study Skills and Technology course and has a peer mentoring program for first-to-college students.

- **Pursuit of Opportunities for Cultural Enrichment.** PCS has integrated cultural enrichment into the curriculum through exchange programs with sister cities, increased focus on culture in World language classes, and continued focus on a global perspective within the History courses.

- **Improve Outreach Efforts.** The Outreach Coordinator continued to develop the outreach plan, continued to develop community partnerships, and worked to shift public perception of diversity at PCS. Among other things, this led to a community-focused coding camp located at PCS in the summer of 2019.

- **Strengthen an Inclusive and Supportive School Culture.** The PCS Board led an initiative for data collection focused on assessing the needs of FTC students and families. This data was used to support several initiatives, including enhanced support services and a series of trainings in 2017-18 and 2018-19 for staff and board members on culturally responsive pedagogy and broader Diversity, Equity, and Inclusion (DEI) issues respectively.

- **Recruit More Diverse School Leadership.** PCS has made significant improvements in this area since 2016. Centrally, the Board of Directors recruited and retained the first non-temporary female Head of School in our school's 20-year history. In addition, the Board has increased its own diversity, and is now by several metrics the most diverse constituency in the school across gender and ethnicity, with for example, four of its current eleven members, leaders of color.
- **Expand Data Collection and Assessment.** PCS continued to improve upon methods and standards of gathering data for the purpose of assessing the needs of its ethnically diverse and first-to-college population in order to provide concise and effective support, and made significant strides in this area during the previous plan periods.

III. Detailed Review of Progress on 2016-2020 Diversity Action Plan

The 2016-2020 Diversity Plan identified four particular measures PCS would evaluate and pursue during the time in question. Those measures were as follows (1) continued improvement of outreach efforts; (2) continue to build an inclusive and supportive school culture; (3) board, faculty/staff, and committee diversity recruitment; and (4) improved data collection and assessment. We summarize progress on each goal and subgoal as originally identified in the 2016-2020 Diversity Plan below.

Goal 1: Continued Improvement of Outreach Efforts

Sub-goal 1.1: Refine PCS Outreach Plan. The Outreach Coordinator refined the PCS Outreach plan to address: (a) assessment of outreach efforts to date; (b) strengthening of existing partnerships with community organizations and developing new community partnerships (e.g., with Digital Nest); and (c) implementation of creative new strategies for outreach.

Status: The School implemented this goal by assessing outreach and requiring regular reporting to the Board of Directors on outreach efforts as part of monthly Board Meetings. In addition, we hosted lottery information sessions at community locations in Watsonville, Live Oak, and Beach Flats in both Spanish and English.

Sub-goal 1.2: Continue, Improve, and Expand Community Service/Partnerships. PCS committed to continuing to foster community partnerships, with efforts to focus the program on the 3rd through 6th grade age group.

Status: These relationships continue to be developed. For example, in partnership with Davenport Resource Service Center and Looker, we led an English/Spanish bilingual coding camp at PCS in the summer of 2019.

Sub-goal 1.3: Shift Public Perception. The School sought to shift public perception of diversity at PCS by: (a) raising the visibility of the FTC lottery; (b) highlighting and celebrating the diversity of the PCS student body via a revamped website; and (c) examining all marketing materials to ensure the promotion of diverse student recruitment.

Status: Each of these goals was addressed. For example, we addressed the misperception that PCS has tuition or “required” donations and parent volunteer hours on our website, and produced bilingual marketing and informational materials for lottery information sessions.

Goal 2: Build an Inclusive and Supportive School Culture

Sub-goal 2.1: First to College Families’ Needs Assessments. The School committed to address how best to support diverse and FTC students and families in the school community with the goal of ensuring and improving FTC student retention. Materials were produced in English and Spanish, with intention to make materials available in any other needed languages.

Status: FTC parent surveys were conducted to identify issues affecting the ability of families to support their students’ academic achievements and goals. The results contributed to the development of the 2015-2018 PCS Strategic Plan. In addition, during the 2018-2019 search process for a new Head of School, the PCS Board hosted a dedicated stakeholder engagement event to solicit FTC family input. The PCS Board also reached out individually to Spanish speaking families to solicit their input on needs and priorities.

Sub-goal 2.2: Development of English Language Learner (ELL) Instructional Assistant Position. The school planned to establish an ELL support position to serve the needs of students for whom English is a second language.

Status: PCS began employing a part-time ELL Instructional Assistant in 2018. This position continues to support the needs of English Language Learners and Reclassified Fluent English Proficient students at PCS.

Sub-goal 2.3: Foster Student Involvement in Diversity Efforts. The School planned to invite one or two students annually to serve on the Diversity Committee and support related activities including outreach, school activities, and website development.

Status: The Outreach Coordinator created a student diversity club, and invited one student representative from the club to participate in the Diversity Committee and attend Board meetings. PCS teachers have also engaged students in DEI awareness in the classroom. For example, teachers and departments have expanded reading lists to include authors from diverse backgrounds, selected instrumental and choral music composed by diverse composers, and developed unit and lesson plans across the curriculum to reflect a strong value for diversity.

Sub-goal 2.4: Study Benefits and Impacts of a Possible Sixth-grade. PCS committed to explore whether the addition of a 6th grade cohort would help in the recruitment and retention of students of diverse backgrounds. The results of this study would serve as a recommendation for the next charter renewal. As background, when PCS was founded, it was aligned with the then-existing grade-year division between elementary and middle schools in the local school district, in which middle school began in 7th grade. As many of the local school districts changed many years ago to begin middle school instruction in 6th grade, PCS was no longer aligned with the grade-year division in those schools. Although some (mainly smaller, independent, and/or private) local elementary schools do go through 6th grade, the series of PCS diversity plans have contemplated that adding a 6th grade to PCS could help with diversity efforts in that it, among other considerations, might reduce barriers for students who would be challenged by multiple school transitions (i.e., attending different schools for 5th, 6th, and 7th grades).

As part of the 5-year charter renewal cycle for PCS, in 2014 all references to the historic 7-12 grade alignment of the School were removed and substituted with references to “middle and high school” as long reflected in the School’s mission statement, so as to accommodate such reform. The Memorandum of Understanding with the School’s charter authorizer (the Santa Cruz County Board of Education), required approval for the service of any new grade levels, which has not been sought during the last 5 years.

The PCS Board has identified this change as an important area for making significant transition in the racial and socioeconomic diversity of the School. Specifically, the argument that the addition of a 6th grade would support our diversity goals is strongly supported by the results of a recent study conducted by the Century Foundation, which has been researching and reporting on socioeconomic school integration programs that promote economic and racial diversity as a way of fostering social mobility and social cohesion for more than two decades.² Through an analysis of approximately 5,700 charter schools across all 50 states, the study finds that the most common strategy for promoting socioeconomic integration used by districts and charters in California is increasing the number of applicants to the school lottery by using a combination of strategies, most of which include programs purposely designed to ease students’ transition into middle school. Adding a 6th grade would significantly ease this transition for many prospective PCS

² Potter, H. and Quick, K. (2018). *Diverse-by-Design Charter Schools*. The Century Foundation. Accessed at <https://tcf.org/content/report/diverse-design-charter-schools/?agreed=1>

students by eliminating the “double-jump” they currently must endure in attending three different schools for the 5th, 6th, and 7th grades. This change will benefit all students, but especially those FTC students who would disproportionately apply to the PCS lottery from the larger public elementary schools in Santa Cruz County, which do not serve 6th grade students. Accordingly, as part of the 2020 Charter renewal process, the School intends to seek to remove this barrier to access.

GOAL 3: BOARD AND FACULTY/STAFF DIVERSITY RECRUITMENT

Sub-goal 3.1: Board. The PCS Board sought to address the following in its member recruitment: (a) review and revise its recruitment materials and strategies with the goal of improving diversity; (b) expand outreach both geographically and in terms of advertising methods; (c) leverage connections with local organizations that serve underrepresented constituencies; (d) consider engaging a search firm to enhance diversity; and (e) provide its members access to diversity and bias training.

Status: The School worked towards these goals. For example, we held annual information sessions tailored to provide information about Board service to a diverse group that might not have information and background about the Board. Affirmative efforts were made to encourage community members to attend these annual sessions and they have been successful and well attended. We also revised the application and Board expectation materials to welcome applicants from a more diverse backgrounds, and the Board participated in diversity training.

Sub-goal 3.2: Faculty/Staff. PCS will review and revise its faculty and staff recruitment materials as well as its recruitment strategies with the goal of improving diversity.

Status: The School has followed up on this goal, and has had some noteworthy recruiting successes, particularly in the area of hiring women to teach advanced science and math courses in the curriculum, as well as hiring our first female Head of School after a nation-wide rigorous search process.

Goal 4: Expand Data Collection and Assessment

Sub-goal 4.1: Data Collection/Assessment Subcommittee. The Diversity Committee sought to create a subcommittee focused on data collection and assessment. The subcommittee would: (a) draft and circulate anonymous and voluntary surveys to help gather relevant data and needs assessments, including data about PCS board, faculty, staff, and students; (b) spearhead the collection of data from students who were part of outreach programs described above and from graduating FTC students, such as SAT scores, college acceptance rates, and kinds of colleges

(i.e., two-year, four-year), including information about why FTC students and families decided to apply to and attend particular colleges, and (c) gather data that allows a comparison of “success” data between PCS students and students at other schools and programs and course offerings, such as the Santa Cruz High School Math Academy and AP courses.

Status: Given the importance of these issues, and the sensitivity of some of the information, working closely with the Head of School, the PCS Board has assumed central responsibility for data collection and assessment, and this will be a central focus for the next plan period. For example, in 2018-2019 we collaborated with Dr. Sabbah to collect and analyze data on attrition, which led us to conclude that there is not a correlation at PCS between race and/or FTC status and students who leave PCS prior to graduation.

Goal 4.2: Evaluate Feasibility and Potential Effectiveness of Further Lottery Refinements. Based on data collection and assessment, PCS aimed to consider whether diversity improvement can be achieved by additional lottery measures, such as a 9th grade entry FTC lottery reserve or a lottery reserve for applicants eligible for free and reduced lunch.

Status: PCS continues to evaluate how to hold a lottery that is compliant with State law and also serves PCS diversity goals. The Head of School conducted an analysis looking for any correlation between race and either FTC and/or free and reduced meal eligibility. Based on this analysis, coupled with a recent study of barriers to access in Diverse by Design schools conducted by the Century Foundation³, PCS has concluded that the most effective approach is to direct its efforts to the 6th Grade and the expansion of the First to College preference in that lottery as discussed in Part IV below.

IV. Overview of the 2020-2025 Diversity Action Plan

The 2020-2025 Diversity Action Plan has five overarching goals (A-E), which are summarized here and detailed in Section V below.

A. Recruit More Diverse Student Population. The Board and Head of School will jointly investigate the possible benefits and impacts of creating a 6th grade with a 50% lottery preference for underrepresented students, as identified by First to College (FTC) status and/or Free and Reduced Price Meal (FRPM) eligibility (or other diversity-targeted metrics), in order to ease the transition between elementary, middle, and high school for underrepresented students

³ Potter, H. and Quick, K. (2018). *Diverse-by-Design Charter Schools*. The Century Foundation. Accessed at <https://tcf.org/content/report/diverse-design-charter-schools/?agreed=1>

and thereby increase the likelihood of their applying to PCS, and to provide an additional opportunity for student support separate from the existing program and course sequence. As part of this initiative, PCS may create 1-2 pilot section(s) to determine feasibility before launching a full 6th grade program.

B. Build Mechanisms for Student Support. The Head of School will lead efforts focused on teacher development and support programs for students to ensure all students are supported to be successful at PCS, with a particular focus on ensuring the success of diverse populations, and with a view towards expanding support for include grades 9-12.

C. Recruit Diverse School Leadership. The Head of School will identify and implement strategies to recruit a more diverse teacher and staff population, and the Board will continue to recruit diverse members, both with a view to better reflect our community's demographics.

D. Build an Inclusive and Supportive School Culture. The Head of School will lead efforts to build an inclusive and equitable school culture and climate to support the academic success, and social and emotional well-being of every student. This initiative will both involve investing in a staff member to support diversity, equity and inclusion efforts in addition to engaging expertise on equity to support multi-stakeholder learning.

E. Refine Data Collection and Evaluation. PCS plans to refine current methods and standards of gathering and analyzing data for the purpose of uncovering any gaps in achievement within the student population and in particular for the most vulnerable students. Such metrics will be used to intentionally deploy resources to support the students that are most heavily impacted.

V. 2020-2025 Diversity Action Plan

Plan Elements and Reporting Timeline: The 2020-2025 Diversity Plan has five mutually supporting goals, which aim to build on and expand past efforts: (A) recruit a more diverse student population; (B) build mechanisms of student support; (C) recruit diverse school leadership; (D) build a supportive and inclusive school culture; and (E) expand data collection and assessment. The Head of School will oversee the preparation of a status report addressing progress in these areas, to be submitted to the Board of Directors each December and May.

Goal A: Recruit More Diverse Student Population. The Board and Head of School will jointly investigate the possible benefits and impacts of creating a 6th grade with a 50% lottery preference for underrepresented students, as identified by First to College (FTC) status and/or Free and Reduced-Price Meal (FRPM) eligibility (or other diversity-targeted metrics), in order to ease the transition between elementary, middle, and high school for underrepresented students and thereby increase the likelihood of their applying to PCS. As part of this initiative, PCS may

create 1-2 pilot section(s) to determine feasibility before launching a full 6th grade program.

When PCS was founded, it was aligned with the then-existing grade-year division between elementary and middle schools in the local school district, in which middle school began in 7th grade. As many of the local school districts have now changed to begin middle school instruction in 6th grade, PCS is no longer aligned with the grade-year division in those schools. Adding a 6th grade to PCS could help with diversity efforts, in that it would reduce barriers for students who would be challenged by multiple school transitions (i.e., attending different schools for 5th, 6th, and 7th grades).

PCS runs a first-to-college admissions lottery that allocates 15% of 7th grade seats for students who will be the first in their family to attend college. This lottery occurs prior to the main lottery; anyone not chosen in the first-to-college lottery is then entered in the main lottery as well. As part of our efforts to analyze PCS's stated commitment to enrolling a diverse student body, we have looked at the first-to-college admissions lottery data to measure the level of diversity in the school's actual enrollment. While we recognize that a robust definition of diversity in school enrollment requires considering a variety of factors, our analysis showed, unsurprisingly, that first-to-college admissions at PCS correlates with racial and socioeconomic diversity. In the last few years, however, the number of applicants to the first-to-college admissions lottery has not increased and remains close to the 15% of the allotted 7th grade seats. While a narrow achievement gap persists for these students according to state administered test results, that gap is decidedly smaller than the statewide equity/opportunity gaps. Fundamentally, the consideration of first-to-college in selection process has been a critical component for achieving the current level of diversity at PCS, yet moving forward we must further evaluate ways to attract an even higher enrollment of diverse students into the school.

At the current level of diversity, research has shown that it is still difficult for minority students to achieve a sense of belonging and it is challenging to reassure tolerance and cross-racial friendships among all students. A more substantial intervention, we believe, is needed. One avenue we would like to explore is to increase the number of students who gain admission via selective enrollment at the sixth-grade level. As stated, similar efforts have been put in place in other charter networks successfully pursuing socioeconomic integration.

We are particularly drawn to a pilot program for sixth-graders is because it will allow PCS to attract and enroll more diverse cohorts of students, feeding more equitably from all local elementary schools, rather than the select few that currently include a 6th grade. A five-year longitudinal analysis of PCS feeder schools reveals that 30-40% of PCS 7th grade enrollment feeds from private or small schools that are not as diverse as our surrounding public elementary and middle schools. A closer look reveals that 21% of our enrollment from public feeder schools represents those somewhat less diverse public elementary sites who offer a 6th grade, which means that less than half (49%) of PCS enrollment each year feeds from more diverse public middle schools, after students have attended 6th grade elsewhere. Thus, we believe the lack of a 6th grade

at PCS to be a hindrance to achieving parity with our surrounding schools and community.

This approach will also ease the transition to middle and high school, as students will transfer to PCS directly from elementary school, rather than having to transition twice between elementary, middle and high school. This opportunity would be particularly impactful for FTC students who are less likely to be transitioning to PCS from private schools, which often offer a 6th grade. Developing a 6th grade pilot program will require considerable preparation. These efforts will include an intentional turn toward a nurturing learning and social atmosphere designed to meet the needs and circumstances of younger students. Moving forward, we need more research to effectively shape our pilot program into one that encourages true equity, rather than one that simply promotes access as a single step of progress. The following specific activities will help PCS reach this goal:

1. Engage stakeholders in a discussion of the possible benefits, impacts, and hurdles in launching a pilot 6th grade.
2. Redoubling efforts with community partnerships that will yield a greater number of diverse applicants.
3. Evaluate if additional selection metrics, in addition to FTC and FRPM eligibility, may help to further diversity efforts.

Goal B: Build Mechanisms of Student Support. The Head of School will lead efforts focused on teacher development and support programs for students to ensure all students are supported to be successful at PCS, with a particular focus on ensuring the success of diverse populations, and with a view towards expanding support for include grades 9-12.

At the center of PCS's vision and mission is providing an exemplary college preparatory program, rich in academic, artistic, and multicultural opportunities. Our values statement underscores our essential belief that all students are capable of success within this rigorous academic environment, given the right supports. As PCS strives to become a more diverse learning community, we move forward with particular interest in providing a comprehensive system of student support to ensure the success of all students, with particular interest in reducing equity/opportunity gaps.

To that end, PCS will enhance services to provide Multi-Tiered Systems of Support (MTSS). As defined by the California Department of Education, "MTSS is an integrated, comprehensive framework that focuses on core instruction, differentiated learning, student-centered learning, individualized student needs, and the alignment of systems necessary for all students' academic, behavioral, and social success."⁴ By establishing an MTSS system, PCS will create greater opportunity to identify and intentionally respond to students' individual learning needs with

⁴California Department of Education, Multi-Tiered Systems of Support, accessed at <https://www.cde.ca.gov/ci/cr/ri/>

necessary services and supports.

PCS will continue to build the capacity of faculty and staff to meet the needs of diverse learners by engaging in professional learning focused on culturally responsive pedagogy, Universal Design for Learning, Social and Emotional Learning, and instructional strategies appropriate for variable learning needs.

To specifically support the needs of our first-to-college students and their families, PCS will partner with Advancement Via Individual Determination (AVID), a non-profit organization with over 30 years' experience in reducing achievement gaps and attaining success for low-income, first-to-college students. AVID training, resources, and consultancy will assist PCS in embedding academic supports and services to meet the needs of the diverse students we seek to attract and retain.

The following specific activities will help PCS reach the above goal:

1. Enhance Multi-Tiered Systems of Support (MTSS), including:
 - a. Grade Level Team meetings
 - b. Student Success Team (SST) process
 - c. Academic support for students in all grades
 - d. Social-emotional/mental health learning and support for students in all grades
2. Professional Development focused on culturally responsive pedagogy, Universal Design for Learning, and instructional strategies to support the success of diverse learners
3. AVID Partnership
 - a. Professional development for PCS faculty and staff on schoolwide structures and strategies that accelerate student learning and close achievement gaps
 - b. Access to resources, materials, and consultation services proven to support the success of first-to-college students
 - c. Parent education materials and strategies, targeted to support for first-to-college students and their families
 - d. Network of support with other regional AVID programs, including those active in Santa Cruz County middle and high schools
 - e. Investment in dedicated tutors to support first-to-college students

Goal C: Recruit Diverse School Leadership. The Head of School will identify and implement strategies to recruit a more diverse teacher and staff population, and the Board will continue to recruit diverse members, both with a view to better reflect our community's demographics.

As PCS seeks to increase student diversity, we recognize the benefits of recruiting and retaining a more diverse faculty and staff. According to 2018 study, “increasing teacher diversity is a very important strategy for improving learning for students of color and for closing achievement gaps.”⁵ While PCS recognizes that all students benefit from learning in a more diverse school environment, research suggests “the impact is especially significant for students of color, who have higher test scores, are more likely to graduate high school, and more likely to succeed in college when they have had teachers of color who serve as role models and support their attachment to school and learning. Students with racially diverse teachers also have fewer unexcused absences and are less likely to be chronically absent.”⁶

PCS has traditionally recruited teachers and staff primarily by posting openings on EdJoin and the Employment portion of the school website. A significant departure from this norm was the recent Head of School search process, for which PCS Board of Directors engaged an Executive Search Consulting firm, in order to deliver a diverse slate of highly-qualified candidates. With similar intent, PCS will use a variety of outreach and recruitment strategies to find diverse candidates qualified for future positions.

The following specific activities will help PCS reach the above goal:

1. Outreach and communication with local teacher preparation/credential programs
2. Participation in regional teacher recruitment fairs
3. PCS representation in forums and networks focused on diversity in education

Goal D: Build an Inclusive and Supportive School Culture. The Head of School will lead efforts to build an inclusive and equitable school culture and climate to support the academic success, and social and emotional well-being of every student. This initiative may expand classified staff hours to support diversity, equity and inclusion efforts in addition to engaging expertise on equity to support multi-stakeholder development.

Additional deliberate action will be needed to build a more diverse, equitable, and inclusive school community. Research has shown that an equitable and inclusive school culture is critical to the recruitment and retention of diverse and highly-qualified teachers, as well as the recruitment, retention and success of students of diverse backgrounds.

To ensure all members of the PCS community experience an inclusive rather than an assimilationist environment, PCS will continue to provide learning opportunities for leadership, staff, faculty and students to engage in discussion and training about equity, explicit and implicit bias, structural inequalities, and other issues related to DEI. To do this, PCS will continue to

⁵Carver-Thomas, D. (2018). *Diversifying the teaching profession: How to recruit and retain teachers of color*. Palo Alto, CA: Learning Policy Institute.

⁶Ibid

engage outside expertise and consultation to support and expand a multi-year learning process for the Board, teachers, staff, parents and students.

The following specific activities will help PCS reach the above goal:

1. Diversity, Equity & Inclusion Consultancy. PCS will provide a series of learning opportunities for staff and stakeholder groups regarding DEI. This will take a variety of forms including targeted support from outside expertise to guide us, professional learning for the Board, and faculty and staff, as well as student and parent engagement.

2. Dedicated Staffing. We may augment prior classified staffing to extend outreach and recruitment efforts, and to include student and family engagement to further support and retain diverse students and families.

3. Student Leadership & Engagement. PCS will identify an annual cohort of student leaders who will receive targeted DEI training to serve as mentors and leaders for positive school culture building at PCS (e.g. SV Faces Camp Everytown or similar), Student Voices (Head of School advisory and action committee).

4. Integration of DEI in Curriculum and Instruction. Building on the intentional work PCS teachers have done to infuse DEI awareness and strategies in curricula and learning strategies, academic departments and teachers will continue to enhance instruction by identifying resources, materials, and learning opportunities that will intentionally reflect PCS's value for diversity and inclusion.

Goal E: Refine Data Collection and Assessment. PCS plans to refine current methods and standards of gathering data for the purpose of uncovering any gaps in achievement within the student population and in particular for the most vulnerable students. Such metrics will be used to intentionally deploy resources to support students with demonstrated achievement gaps.

In recent years, closing the achievement gaps between different groups of students has become the focus of state policy. PCS will continue to build on this research by expanding and refining our own research about classroom-level practices associated with increased student performance, with an aim to close any identified achievement gaps at PCS. We plan to survey current policies and practices in order to provide better teacher support for use of classroom data.

The following specific activities will help PCS reach the above goal:

1. Professional Development for Teachers. We plan to use data assessment to help teachers understand skill gaps of low-achieving students and receive professional development on linking low-performing student data to instructional strategies.
2. Create a Roadmap to Close Achievement Gaps. We will can establish reasonable roadmaps to achieve our vision, setting measurable goals for each racial or socioeconomic subgroup to close the achievement gaps. Efforts to collect and analyze data more effectively might include contracting with a school data specialist or other outside consultants pending resource availability.

While the school collectively strives toward improving multiple measures of student performance, we will also incorporate progress targets directly into department and individual teachers' professional goals. With measurable goals, the phrase "closing the gaps" becomes less aspirational and will give departments and teachers concrete opportunities and accountability mechanisms. We will provide resources and support to accelerate the learning of low-achieving students while continuing to improve achievement for all. We will provide teachers with access to frequent, diagnostic assessments and high-quality professional development, including coaching and collaboration time with colleagues. This will allow teachers to use data to make significant improvements to curriculum and instruction in order to close achievement gaps.

VI. Appendix A – Relevant Data

A. *Measurements of Diversity*

Evidence suggests that the demographics of PCS applicants are similar to the pupil population of peers attending Santa Cruz City Schools High Schools that pursue a college preparatory curriculum, as demonstrated by enrollment in AP classes. PCS will continue seeking to monitor this important basis of comparison. In recognition that a diverse student body is critical to an excellent education, PCS will continue its efforts to achieve diversity in all areas, including race, ethnicity, socioeconomic status, sexual orientation, and gender identity/expression.

B. *Diversity Index Data/Tables*

The tables below show multi-year trends in PCS student racial demographics as well as student socioeconomic status. PCS is encouraged by continued growth in the diversity of the student population as measured by these two indicators. PCS will continue to focus on outreach and recruitment of students in all Santa Cruz communities, as well as strengthening support structures to facilitate their success once enrolled.

1. Percentage of PCS Students Reported as Hispanic/Latino

School Year	Grade 7	Grade 8	Grade 9	Grade 10	Grade 11	Grade 12	Total	Santa Cruz High School District
2010-11	5.0	10.2	6.7	12.6	12.3	5.5	9.0	32.6%
2011-12	17.0	13.6	11.4	4.7	10.7	10.4	11.4	34.5%
2012-13	21.6	16.1	11.4	13.1	5.9	11.0	13.2	35.9 %
2013-14	13.5	20.5	17.0	11.8	14.7	16.1	14.0	37.1 %
2014-15	15.4	14.1	18.2	17.0	16.7	15.5	16.1	37.6 %
2015-16	15.2	15.0	13.0	14.4	14.8	12.9	14.3	37.5

2016-17	6.5	18.7	18.7	14.1	18.3	14.9	15.1	28.2
2017-18	17.4	7.6	18.5	16.5	15.0	16.9	15.3	27
2018-19	11.0	18.3	6.5	16.5	18.2	16.7	14.5	TBD

2. Percentage of PCS Students Reported as White

School Year	Grade 7	Grade 8	Grade 9	Grade 10	Grade 11	Grade 12	Total	SCHS District
2010-11	86.3	73.9	69.7	74.7	75.3	81.8	76.5	58.4 %
2011-12	65.9	71.6	72.7	67.1	72.6	72.7	70.4	56.0 %
2012-13	65.9	65.5	72.3	72.6	70.6	76.8	70.6	54.1 %
2013-14	64	64.8	63.6	69.4	66.6	72	66.6	52.6 %
2014-15	71.4	67.4	69.0	70.0	75.5	66.2	69.9	52.9 %
2015-16	75.0	73.6	72.2	68.0	68.0	73.2	71.8	52.9
2016-17	78.3	76.3	65.9	70.1	64.6	67.6	70.8	61
2017-18	61.5	79.3	75	64.8	65.6	70.5	68.3	60.5
2018-19	73.3	64.5	79.3	78.3	62.5	72.2	70.6	TBD

3. Percentage of PCS Students Reported as Eligible for Free and Reduced Lunch

School Year	Grade 7	Grade 8	Grade 9	Grade 10	Grade 11	Grade 12	Total	SCHS District
2010-11	1.2	0	3.4	3.5	3.8	27.3	5.2	35.5 %

2011-12	1.1	3.4	5.8	7.1	6.0	13.2	5.9	32.5 %
2012-13	2.3	10.3	4.5	8.4	7.0	9.8	7.0	32.5 %
2013-14	5.7	1.1	0	0	0	2.5	1.6	36.5 %
2014-15	8.8	5.6	2.3	3.8	1.4	2.8	4.3	40.3 %
2015-16	4.4	11	5.6	2.5	4	4.2	5.4	TBD
2016-17	8.7	7.8	13.2	11.8	5.8	2.7	8.5	TBD
2017-18	9	11	13	15	13	8	11.5	32.1
2018-2019	11	7.5	9	11	15	15.5	11.3	TBD

4. First to College (FTC) Students

Academic performance data of the FTC students is compiled in the table below. The numbers are fairly small, making it difficult to identify trends. However, the high success rate on Advanced Placement exams in our first graduating class is notable.

PCS First to College Academic Data (through 2018-2019)									
	GPA		% who Met or Exceeded the Standard on CAASPP						% of AP Exams with 3, 4, or 5
Class	Junior High	High School	7th ELA	7th Math	8th ELA	8th Math	11th ELA	11th Math	
2017	2.62	2.965					83% (n=6)	50% (n=6)	85% (n=21)
2018	2.45	2.76			60% (n=10)	50% (n=10)	88% (n=8)	75% (n=8)	58% (n=12)
2019	3.057	3.338			60% (n=10)	50% (n=10)	88% (n=10)	75% (n=10)	63% (n=23)
2020	2.494	2.777	75% (n=8)	50% (n=8)	75% (n=8)	38% (n=8)			61% (n=18)
2021	2.640	2.934	29% (n=7)	29% (n=7)	43% (n=7)	29% (n=29)			75% (n=8)

2022	2.832	3.738	75% (n=8)	50% (n=8)	83% (n=6)	50% (n=6)			
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5. PCS Student Diversity Results

Key student diversity categories are combined for comparison.

	Total Enrollment*	FTC Students**		Hispanic Students	
2019-2020	543	45	8.3%	79	14.6%
2018-2019	545	44	8.3%	79	14.5%
2017-2018	537	39	7.2%	83	15.3%
2016-2017	522	41	7.9%	80	15.1%
2015-2016	518	36	7%	74	14.3%
2014-2015	508	33	6.4%	82	16.1%
2013-2014	504	26	5%	70	14.0%

FTC (First to College) and Hispanic student data are self-reported; Hispanic students reported as Hispanic/Latino.

* Starting enrollment as of the first Wednesday of each October.

** FTC students admitted through sibling preference, FTC lottery, general lottery, and after 7th grade combined.

6. 2017-2018 Ethnic Diversity Index - Santa Cruz County Schools

School	Ethnic Diversity Index	Enrollment
San Lorenzo Valley High	23	726
San Lorenzo Valley Middle	26	538
Scotts Valley High	32	802
Scotts Valley Middle	30	562
Pacific Collegiate School	34	537
Aptos High	40	1,478
Mission Hill Middle	44	615

Santa Cruz High	40	1,062
Branciforte Middle	42	482
Soquel High	42	1,155
Harbor High	40	926
All Santa Cruz County public schools	39	40,393

2017-2018 scores from the California Department of Education's (CDE) state-wide [Ethnic Diversity Index \(EDI\)](http://www.ed-data.org/) web site (<http://www.ed-data.org/>) for selected Santa Cruz County middle and high schools. The CDE recognizes seven racial categories. EDI values close to 100 indicate a school has a fairly even distribution of students among the seven categories. Numbers closer to 0 indicate that students are predominantly from a single racial group.

For the March 2011 admissions process, PCS received 24 applications for the Pilot FTC Lottery. With 56 seats available in 7th grade in 2011, the Principal directed school staff to set aside six seats for Pilot FTC Lottery applicants, leaving 18 on the Pilot FTC Lottery wait-list. Four of the 24 Pilot Lottery applicants were of Hispanic origin. One of the wait-listed Pilot FTC Lottery applicants was admitted to the 7th Grade via the larger general lottery and two more of the Pilot FTC Lottery applicants were subsequently admitted to 7th grade from the regular wait-list in the months following the lottery. The outcome was that nine of the 24 students who sought admission to PCS via the Pilot FTC Lottery program earned seats in 7th grade for the 2011-2012 school year; one more entered post-lottery for a total of 10 FTC students. Despite that outcome, the result of the lottery was that none of the Hispanic applicants were offered admission through the combined lottery process.

Regarding FTC student retention for this initial FTC lottery cohort, six of the initial 10 students have continued on to become current seniors (in the current 2016-2017 school year), a 60 percent retention which is identical to the retention for this senior class as a whole starting from 7th grade. However, it should be recognized that one or a few students in such a small group has a large effect on the percentage calculations and that year-to-year trends are more significant than any one-year percentage. It should also be recognized that students leave schools for a variety of reasons, some beyond their control or academic performance.

The outcome of the March 2012 FTC Lottery was quite different. PCS received 21 applications for the second FTC Lottery, 10 of which came from applicants of Hispanic origin. With 50 seats available in 7th grade in 2012, the Principal directed school staff to set aside five seats for FTC Lottery applicants, leaving 16 on the FTC Lottery waitlist. Of the five FTC Lottery applicants admitted, three were Hispanic. Five of the students who were waitlisted for the FTC Lottery

were subsequently admitted through the general lottery. Thus, 10 of the 21 applicants to PCS via the FTC Lottery program (eight of whom self-identified as Hispanic) earned seats in the 2012-2013 incoming 7th grade class. That represents a statistically distinct result, as compared to the incoming 7th grade class generally, and suggests that the FTC Lottery project (which will affect the cultural and socio-economic diversity of the school by admitting on a preferential basis a cohort of students that would be the first in their family to attend college) also is having an impact on racial and ethnic diversity at PCS. Retention data for this cohort, and future cohorts, will be included in future reports.

The March 2015 lottery (class of 2021) received 264 total applications for 7th grade, including 15 applications for the FTC lottery. Five seats were set aside for FTC lottery. Of the 5 students receiving the FTC seats, only one identified as Latino and they declined to enroll. Two other FTC students received seats through the general lottery, and one of those applicants identified as Latino. Two FTC siblings were also enrolled, both identifying as Latino. Currently 6 of these 8 FTC students are still enrolled at PCS. Neither student who left PCS identified as Latino.

The March 2016 lottery (class of 2022) received 231 total applications for 7th grade, including 13 applications for the FTC lottery. Six seats were set aside for the FTC lottery. Of the six students receiving the FTC seats, only one identified as Latino. No other FTC applicants received a seat in the general lottery. Currently 4 of the 6 FTC students are still enrolled at PCS, including the one FTC identifying as Latino.

The March 2017 lottery (class of 2023) received 258 total applications for 7th grade, including 16 applications for the FTC lottery. This was the first year that PCS began using a lottery software from Smart Choice Technologies, Inc. making some additional application information now accessible. Of the 16 FTC applicants, one was a sibling of a currently attending student, and 7 of the remaining applicants did not attend a required Lottery Information Meeting which would have made their application eligible to go into the lottery. Consequently, only 8 FTC applications were actually submitted for the FTC lottery. Six seats were held for the FTC lottery. One of the six applicants receiving an FTC seat identifies as Latino. One additional FTC applicant received a seat in the General Lottery. Currently, of the 8 FTC applicants receiving seats, only 4 are currently enrolled including the applicant that identifies as Latino. The FTC sibling declined to enroll after the lottery.

The March 2018 lottery (class of 2024) received 256 total applications for 7th grade, including 22 applications for the FTC lottery. Of the 22 FTC applicants, 3 were siblings of currently attending students, and 5 applicants did not attend the required Lottery Information Meeting. The total number of applicants eligible for the FTC lottery were 14. Seven seats were set aside for the FTC lottery. Of the 7 FTC applicants receiving a seat, one student identifies as Latino. One additional FTC applicant received a seat in the general lottery and also identifies as Latino. From the 11 students receiving FTC seats, 9 are currently enrolled. One student identifying as Latino dis-enrolled.

The March 2019 lottery (class of 2025) received 272 total applications for 7th grade, including 25 applications for the FTC lottery. Of the 25 FTC applicants, 4 were siblings of currently attending students and 3 of these siblings identified as Latino. Five FTC applicants did not attend the required Lottery Information meeting. The total number of applicants eligible for the FTC lottery

were 16. Ten seats were set aside for the FTC lottery. Of the 10 applicants receiving FTC seats, only 1 identified as Latino. Four additional FTC applicants received seats in the general lottery, with two identifying as Latino. One of these 4 FTC applicants declined to enroll after the lottery.

D. WASC Plan Diversity Goals

Action Item 2: Increase academic support to First to College (FTC) students

Tasks	Responsible Parties	Progress Assessments	Timeline	Progress Reports
Establish baseline metrics for FTC student academic tracking to be collected, compiled and evaluated annually	Administration Outreach Coordinator Diversity Committee Faculty	Creation of a template for data collection	2015 to 2016 and ongoing	Annual report to the Governing Board created by the Administration
Survey parents of FTC students annually to determine effectiveness of systems and support	Administration Outreach Coordinator Diversity Committee	Create survey Compile data	2015 to 2016 and ongoing	Annual report to the Governing Board created by the Administration
Analyze metrics and survey results and make adjustments to provide appropriate support for FTC Students	Administration Outreach Coordinator Diversity Committee Faculty	FTC support plan	2015 to 2016 and ongoing	Annual report to the Governing Board created by the Administration

E. 2015-2018 Strategic Plan Diversity Goals

2. Foster a positive school culture to enhance student engagement.

2-B. Continue to increase diversity at every level within the school community.

VII. Appendix B – Detailed Review of Past Diversity Plans

Review of 2006-2011 Diversity Plan and Progress

The original 2006-2011 Diversity Plan included six elements. Those elements, and the progress made on those ideas since that time, are as follows:

1.Retention of Outreach Coordinator. In January of 2007, PCS created and funded a paid staff position for an Outreach Coordinator. The original PCS Outreach Coordinator served in that capacity until the end of the 2015-2016 school year. The Diversity Committee expended significant efforts on recruitment for this position in the fall of 2016, which resulted in the hiring of a new Outreach Coordinator in December 2016.

2.Creation of Diversity Oversight Committee. In 2006, a Diversity Oversight Committee was created and empaneled as an advisory committee reporting to the PCS Board of Directors. The Diversity Oversight Committee replaced the Diversity Task Force, which had been formed in 2005, which was preceded by the Diversity Education and Outreach Committee, established in 2004. The Diversity Oversight Committee continues to meet monthly and includes the Outreach Coordinator and school principal.

3.Development of PCS Community Outreach Program. The PCS Community Outreach program started immediately and has included dissemination of information about PCS and upcoming events through the school website and local newspapers and other means. The Outreach Coordinator has supervised the dissemination of information to area schools, community centers, libraries, after-school programs, health clinics, religious institutions, local businesses, and other places where families of diverse backgrounds might be reached.⁷ The Outreach Coordinator has attended a wide variety of community events to raise awareness of PCS and the procedures for admission. PCS has developed community partnerships to facilitate positive interactions between PCS students and staff and Santa Cruz community members, including tutoring, mentoring, and other community service projects.⁸ Prior to the annual admissions lottery, which is typically held in March, PCS conducts at least three information meetings for students and their families. These meetings are widely advertised in English as well as Spanish, and Spanish language interpretation is available at each meeting. All literature, handouts and PowerPoint presentations are translated into Spanish. The PCS website has a translation feature so that the website material can be instantly converted to Spanish. PCS also has staff members who are fluent Spanish speakers who can support prospective families and students with the application process. The online admission application is available in both Spanish and English and hard copies of both

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applications are available on campus for those not able to access information via the Internet.

4. Development of Pilot “First to College” (FTC) Program Affecting PCS Lottery. The combination of open public access and high academic standards has resulted in significantly more demand for PCS admission than there are spaces available for students. Pursuant to California State charter school law, PCS holds an annual public lottery for admissions. The lottery is widely publicized, open to all - there are no tests and no application fees - and is completely transparent.⁹

In the spring of 2009, the PCS Board of Directors approved a proposal for a pilot lottery program to address student diversity. The PCS Pilot FTC Lottery Study began with the admission lottery for the 2011-2012 school year. The program set aside either 10% of available slots or five seats, whichever number was greater, for applicants to 7th grade who would be the first in their family to attend college. (For purposes of this program, a ‘first-generation college-bound’ applicant is defined as one whose parents’ or chief guardians’ highest level of education is less than an Associate’s Degree.) Also, students applying through the FTC lottery who were not admitted were then added to the general lottery, effectively giving them two chances at admission. For the 2011-2012 year, the FTC Lottery received strong interest but the outcome of the lottery did not directly result in an increase of Hispanic student admissions. However, the following year, the FTC Lottery did increase the admission of Hispanic students. (See section VII.C.)

5. Programs for Student Support. Since approximately 2004, PCS staff have been meeting monthly to identify at-risk students and provide them with the appropriate resources/support. At these meetings, teachers share observations about students and develop action plans for support. In some cases, students are referred to the Student Support Team for additional support.¹⁰ Study hall is available for students before and after school and throughout the day, with computers available. Peer tutors, supervised by a member of the faculty, are available in afternoon study hall Monday-Thursday until 4:30 p.m.

In 2011, PCS refined its “7th/8th Academic Support” position, a job that focuses exclusively on working with 7th and 8th grade students who need additional help outside of the classroom. The position had originally been coupled with classroom teaching. Also in 2011, PCS implemented an advisory system structured around 35-minute periods every Friday and every other Tuesday. Advisory periods provided students with a safe, inviting place to build a relationship with peers and an adult at the school (either a teacher or administrator) who was there to talk about subjects outside of the regular curriculum. The function of advisory was, among other things, to ensure that no student “slips through the cracks.” Advisors were required to do regular, one-on-one check-ins with students pertaining to both academic and social issues. As discussed below, in the 2015-2016 school year, the Advisory program was changed to a Seminar program.

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In the 2010-2011 school year, the Math Department began offering drop-in after-school tutorial programs staffed by volunteer faculty, and the program currently operates on Mondays and Tuesdays after school. Many students are officially referred to the program, but students have also opted to attend. The program's organizers track the attendance of students, and it is specifically aimed at improving achievement in math.

6.School Culture and Mentoring. A late summer program called Academic Base Camp was instituted in the summer of 2005 and continues to be offered to introduce students to the PCS environment and prepare students for the rigorous curriculum in 7th grade. Typically starting about three weeks before the first day of classes, Base Camp targets approximately 50 incoming 7th grade students who, based on assessments in Math and English administered during the previous spring, have been identified as potentially needing support in one or both of these critical academic areas. Students meet in two English classes and two Math classes, reviewing skills and strategies with four members of the PCS faculty. Most Base Camp participants describe the experience as important to having a successful launch at PCS. Despite the loss of state funding for the program, PCS continues to budget for the Base Camp experience. As discussed below, Base Camp was expanded in 2015 to support high school students enrolled in AP classes.

Beginning in the 2012-2013 school year, PCS offered incoming 7th grade students an elective course called Study Skills & Technology (SST). The course focused on the introduction and practice of the types of academic tasks students can, and should, expect to encounter during their time at PCS. Finding that it was an important part of a successful adjustment to the PCS program, the SST course became mandatory for incoming 7th graders in the next school year.

PCS participates in the nationwide WEB ("Where Everyone Belongs") Program, an organization whose purpose is to help students feel more comfortable as well as help them achieve success in their first year of PCS. The WEB 7th grade orientation and transition program is designed to both welcome and support 7th graders by assigning them a high school WEB Leader as a mentor during this first year. This WEB Leader is a responsible older student who was hand selected from a large pool of applicants and has met the qualifications of being a good role model and a positive leader on our campus.

2011-2015 Diversity Plan and Progress

The 2011-2015 Diversity Plan identified five measures PCS would evaluate and pursue.¹¹ Those

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measures, and the progress made on each, is as follows:

1. Continued Improvement of Outreach Efforts. The PCS Community Outreach program has continued to find new ways to reach diverse communities. In 2014, PCS established a tutoring program with Barrios Unidos. Children in grades kindergarten to 12th grade who participate in Barrios Unidos are transported to PCS two days a week, where students provide tutoring and PCS staff provide academic assessments. During the 2014-2015 school year, approximately 20 students from the Beach Flats community participated. During the 2015-2016 year, about 20 students from Beach Flats and an additional 20 students from the Live Oak community participated and there was a waitlist of about the same numbers from each community to join the program, the total number participating being limited due to transportation issues. The program has been a tremendous success, although Barrios Unidos has found it challenging to continue transportation funding.¹² In conjunction with the tutoring program, PCS has been involved in potluck community events with Barrios Unidos parents. The events have been at both PCS and in the Beach Flats Community Center.¹³ Through both the tutoring program and the community events, families who might not have even been aware of PCS have now been introduced to PCS in a positive and welcoming manner, and some of those families have applied for the PCS lottery.¹⁴

2. Improvement and Refinement of Mentoring and Support of Students and Families. The PCS Tutorial program was instituted in 2014 and has been widely utilized by students for academic support. During Tutorial periods, which are on Wednesdays and Thursdays, students may drop in and consult with any teacher for help in making up missed work and for extra assistance in areas where the student may be struggling. In 2015, PCS introduced the Seminar program (replacing the Advisory program) in which PCS faculty and staff teach once-a-week “courses” on topics of interest to them and students. The courses have been extremely diverse, including yoga, vegan baking, board games, creative writing, philosophy, a capella, documentary analysis, journalism, and knitting. Students select their Seminar each semester and get the opportunity to know a faculty or staff member on a more personal level. This program has been popular with students and continues the spirit of the Advisory program in that it fosters relationships between students and faculty members.

In 2015, PCS began a program called the AP Base Camp to help incoming 10th through 12th grade students prepare for the Advanced Placement (AP) courses and exams specifically and the increased academic expectations of the upper grades in general. The AP Base Camp is an 8-day program held over the summer for two hours per day. The program focuses on the skills of reading a textbook, outlining, and preparing for quizzes/assessments. Up to 50 students may

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enroll, and preference is given to new students as well as those recommended by teachers.

College Test Prep resources were offered for the SAT and ACT tests beginning in the 2014-2015 school year, and in 2015 these resources became free to all students. The PCS college counselor provides financial aid workshops for parents and helps families prepare the Free Application for Federal Student Aid (FAFSA).

3.Evaluation and Refinement of Lottery. In 2014, the PCS Board of Directors permanently adopted the FTC Lottery, based on the results of the PCS FTC Pilot Lottery Study, with amendments adopted following discussions during the COE Board of Education Trustees' Charter School Committee meeting on October 7, 2014. Pursuant to the October 2014 amendments, the admission reserve for FTC students will increase from 10 percent to 15 percent in increments of one percent per year for five years starting in the 2015-2016 school year. This will result in the following admissions reserves: 11 percent for the 2015-2016 school year, 12 percent for the 2016-2017 school year, 13 percent for the 2017-2018 school year, 14 percent for the 2018-2019 school year, and 15 percent for the 2019-2020 school year, after which it will remain at 15 percent.

4.Evaluation of Possible Summer Academic Camp. During the 2012-2013 school year, PCS evaluated the feasibility of offering a new academic summer camp during the summer months, for students who had completed 5th grade. The proposed camp would focus on developing basic study skills necessary for long term academic success, with an emphasis on skills appropriate to the 6th grade, and it would provide a roadmap to the PCS academic program and school culture. However, with the facility move, the logistical preparation was put on hold. This program is still being considered.

5.Pursuit of Opportunities for Cultural Enrichment. The 2011-2015 plan recognized that the PCS experience has been enriched by academic and extracurricular programs focused on the appreciation of diverse cultures and peoples, by students from other countries who attend PCS, and by the experiences of PCS students who participate in programs for travel and study abroad. The plan envisioned the evaluation of potential "sister schools" and other opportunities for learning across international borders. During that time period, PCS began hosting more foreign exchange students and offering a formal student exchange with a school in Denmark and a school in Chile. PCS also began offering four world languages, with an increasing focus on culture, as per the changing AP curriculum.

APPENDIX L: SIXTH-GRADE PROGRAM

PACIFIC COLLEGIATE SCHOOL

SIXTH-GRADE PROGRAM

PCS Curriculum

The hallmarks of PCS curriculum for grades 7-12 are high academic and behavioral expectations, small school environment, and small class size that allows for an individualized learning experience. The curriculum is rigorous and relevant, engaging students in real-world problem solving. Technology plays an integral role in learning across the curriculum. From the school's earliest days, student outcomes have demonstrated the positive impact of this approach; a sixth-grade program at PCS will thus place an emphasis on preparing students with the academic and social-emotional skills they will need to be successful at PCS and beyond.

A sixth-grade program at Pacific Collegiate School will be guided by the same five organizing principles central to PCS's curriculum and program:

1. Coherent content, aligned to CCSS and NGSS academic standards
2. Integration and coordination within the humanities, especially English and history
3. Integration of science and mathematics
4. International and cross-cultural focus, including the study of world languages
5. Integration of visual and performing arts

We believe that all students are capable of passing Advanced Placement ("AP") exams if the students are in a climate where that is expected of them, and they are given sufficient support to achieve this goal. In each field, we want students to be prepared to take and pass AP exams; preparation is therefore made in earlier grades for the eventual AP examinations.

The addition of a sixth-grade at PCS will provide students with even more opportunity to develop the foundational skills and knowledge and study skills needed to support their success in rigorous college preparatory courses.

The vertical course alignment at PCS will be extended to ensure that the sixth-grade curriculum provides important academic advantages for all students. Curriculum, assignments, and assessments will be developed to ensure students in sixth-grade gain the foundational knowledge and skills necessary for success in 7th grade PCS courses, and beyond. Interventions and support systems, similar to those utilized for 7th-12th graders, will be put into place to ensure that sixth-grade students are successfully progressing.

Academic Standards for Sixth-grade

In addition to preparing our youngest students with the skills and knowledge they will need for future academic success at PCS, our sixth-grade curriculum will include instruction in alignment

with Common Core State Standards (CCSS) and Next Generation Science Standards (NGSS), and History-Social Science Framework. For grade six, standards-aligned instruction will include:

1. English instruction to develop students' abilities to

- a. Demonstrate command of the conventions of standard English grammar and usage when writing or speaking
- b. Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing
- c. Use knowledge of language and its conventions when writing, speaking, reading, or listening
- d. Determine or clarify the meaning of unknown and multiple-meaning words and phrases based on grade 6 reading and content, choosing flexibly from a range of strategies
- e. Demonstrate understanding of figurative language, word relationships, and nuances in word meanings
- f. Acquire and use accurately grade-appropriate general academic and domain-specific words and phrases; gather vocabulary knowledge when considering a word or phrase important to comprehension or expression

2. History instruction to develop students' abilities to

- a. Cite specific textual evidence to support analysis of primary and secondary sources
- b. Determine the central ideas or information of a primary or secondary source; provide an accurate summary of the source distinct from prior knowledge or opinions
- c. Identify key steps in a text's description of a process related to history/social studies
- d. Determine the meaning of words and phrases as they are used in a text, including vocabulary specific to domains related to history/social studies
- e. Describe how a text presents information (e.g., sequentially, comparatively, causally)
- f. Identify aspects of a text that reveal an author's point of view or purpose (e.g., loaded language, inclusion or avoidance of particular facts)
- g. Integrate visual information (e.g., in charts, graphs, photographs, videos, or maps) with other information in print and digital texts
- h. Distinguish among fact, opinion, and reasoned judgment in a text
- i. Analyze the relationship between a primary and secondary source on the same topic

3. Mathematics instruction to develop students' abilities to

- a. Connect ratio and rate to whole number multiplication and division, and use concepts of ratio and rate to solve problems
- b. Understand division of fractions and extend the notion of number to the systems of rational numbers, which includes negative numbers
- c. Write, interpret, and use expressions and equations
- d. Demonstrate preliminary understanding of statistical thinking

4. Science instruction to develop students' abilities to

- a. Explore crosscutting connections across the four domains of science, including Physical Science, Life Science, Earth and Space Science, and Engineering Design
- b. Engage in inquiry learning and engage in science and engineering practices to build, deepen, and apply their knowledge of core ideas and crosscutting concepts and systems
- c. Understand, use and apply Disciplinary Core Ideas (DCIs) or key ideas in science that have broad importance within or across multiple science or engineering disciplines,

particularly those identified by NGSS as critical foundational skills for sixth-grade students

As with curriculum for grades 7-12 at PCS, sixth-grade curriculum will also include substantive opportunities for students to engage in learning in the visual and performing arts, in alignment with California standards for VAPA. In addition, instruction in sixth-grade will be enhanced by opportunities to connect to and contextualize learning within a multicultural world, as reflects PCS' commitment to diversity and instructional emphasis on world languages and cultures.

AVID Instructional Strategies

Recognizing the particular needs and challenges of launching a diverse-by-design sixth-grade, the PCS Diversity Plan for 2020-2025 includes partnership with Advancement Via Individual Determination (AVID), an organization with a forty-year track record of supporting first-to-college students and those from underrepresented communities toward academic success. A PCS sixth-grade infused with AVID instructional strategies will include academic, social, and emotional support to particularly help first to college students and those from underrepresented populations to succeed in our rigorous PCS program and to establish college-going mindsets and skills.

Timeline for sixth-grade Planning and Preparation

Recognizing that the addition of a sixth-grade at PCS will require a curriculum and program intentionally designed to meet the unique developmental and academic needs of younger students, PCS proposes the following planning timeline to prepare for the successful launch of a sixth-grade program.

6-12 months prior

- Engage academic specialists, PCS Department Chairs and teachers in developing curriculum map for proposed sixth-grade, aligning to knowledge and skills needed for success in PCS 7-12 program
- Identify any facilities enhancements needed to support sixth-grade
- Write job description for sixth-grade teacher/team
- Select textbooks and instructional materials to support proposed sixth-grade curriculum
- Begin recruitment and hiring process for sixth-grade teacher/team

3-6 months prior

- Hire, onboard, and orient new teacher/team to PCS
- Engage sixth-grade teacher/team in professional development needed to support program goals (e.g. AVID and CCSS training)
- Connect sixth-grade teacher/team to appropriate networks of support (e.g. SCCOE Curriculum and Instruction specialists, AVID program directors, SCNTP mentors)
- Begin instructional planning days for sixth-grade teacher/team with support from colleagues/Department Chairs (ELA/ELD, Math, Science, History, World Language, Visual and Performing Arts)
- Order texts, materials, and supplies

- Develop plans for sixth-grade Base Camp (orientation, academic skills, and team-building). This will be distinct from 7th Grade Base Camp when there are 1-3 sections of sixth-grade; it will replace 7th Grade Base Camp as PCS orientation if/when there is a full sixth-grade

1-3 month prior

- Finish instructional planning days for sixth-grade teacher/team
- sixth-grade Base Camp

APPENDIX M: NET LEASE AGREEMENT WITH PACIFIC COLLEGIATE FOUNDATIONS

NET LEASE AGREEMENT

between

Pacific Collegiate Foundation

as "Landlord"

and

Pacific Collegiate School

as "Tenant"

(3004 Mission Street, Santa Cruz, California, 95060)

PCS / PCF Lease Agreement

BASIC LEASE INFORMATION

1. **Lease Date:** For identification purposes only, the date of this Lease is May 15, 2015.
2. **Landlord:** Pacific Collegiate Foundation, a California nonprofit public benefit corporation
3. **Tenant:** Pacific Collegiate School, a California nonprofit public benefit corporation
4. **Street Address:** 3004 Mission Street, Santa Cruz, California, 95060
5. **Leasable Area of Building:** An approximately 46,800 square feet building ("**Building**"), exclusive of modular building site.
6. **Term:** The period of time commencing on the Commencement Date (as defined in Section 7 of this Basic Lease Information below), and ending on the date (the "**Expiration Date**") that is the last day of the one hundred twentieth (120th) full calendar month following the Commencement Date.
7. **Anticipated Commencement Date:** September 1, 2015
8. **Base Rent:** See Section 3.1
9. **Landlord's Address for Payment of Rent and Notices:**

PO Box 8166
Santa Cruz, California, 95061
10. **Tenant's Address for Notices:** The Premises, and prior to the Commencement Date to:

255 Swift Street
Santa Cruz, California, 95060

The Basic Lease Information set forth above is part of the Lease and capitalized terms shall be defined terms in the Lease. In the event of any conflict between any Basic Lease Information and the Lease, the Lease shall control.

LEASE

THIS LEASE is made as of the Lease Date set forth in the Basic Lease Information, by and between the Landlord identified in the Basic Lease Information ("**Landlord**"), and the Tenant identified in the Basic Lease Information ("**Tenant**"). Landlord and Tenant hereby agree as follows:

1. **PREMISES.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, upon the terms and subject to the conditions of this Lease, the Premises (as defined below). The "**Premises**" include the Building identified in the Basic Lease Information (the "**Building**"), the parcel(s) of land on which the Building is located, the and all improvements thereon.

2. **POSSESSION.** Landlord agrees to use reasonable efforts to deliver possession of the Premises and a Certificate of Occupancy (or local equivalent) by the scheduled Commencement Date. If, despite such efforts, Landlord is unable to deliver possession of the Premises by the Commencement Date, Landlord shall not have any liability therefor, nor shall such failure affect the validity of this Lease, but Tenant shall have no obligation to commence the payment of rent until Landlord delivers possession of the Premises. Reasonable efforts shall not require the payment of premium or overtime wages to advance completion.

3. **RENT.**

3.1 Base Rent.

(a) Tenant's Payment of Actual Cost to Finance Premises. Tenant agrees to pay to Landlord the actual cost of Landlord's financing the Building and the Premises as "Base Rent" under this Lease, subject to the terms, conditions, and limitations of this Section 3.1. Tenant acknowledges that accordingly the Base Rent may vary from time to time during the Term based upon Landlord's ability to raise working funds and the market factors for financing. Base Rent shall be paid, without prior notice or demand, on the first day of each and every calendar month during the Term, except that Base Rent for the first full calendar month in which Base Rent is payable shall be paid upon execution of this Lease and Base Rent for any partial month at the beginning of the Term shall be paid on the Commencement Date. Base Rent for any partial month at the beginning or end of the Term shall be prorated based on the actual number of days in the month falling within the Term. Landlord and Tenant currently estimate that the Base Rent for the Premises will be Four Hundred Fifty Thousand Dollars (\$450,000) per annum, payable in equal monthly installments.

(b) Contingencies and Caps. Landlord is currently financing the Tenant Improvements (as defined in Exhibit A), using a mix of charitable contributions and private construction financing. If Landlord has not obtained a loan commitment for permanent financing to establish the Base Rent for a period of at least five (5) years by December 31, 2015, despite the diligent efforts of both parties to close permanent financing, and as a result has been unable establish a fixed and certain Base Rent for the relevant period of time, either party may terminate this Lease effective as of December 31, 2015, and the parties shall have no further obligation hereunder. In no event shall Base Rent exceed Fair Market Rent for the Premises, and in no event shall Base Rent exceed Five Hundred Thousand Dollars (\$500,000) per annum, which amount the parties agree is below the current Fair Market Rent for the Premises.

(c) "**Fair Market Rent**" shall mean the rent which Landlord would receive by renting the Premises, assuming the Landlord and Tenant to be prudent persons willing to lease but being under no obligation to do so, assuming a term equal to the term in question, and taking into account all relevant provisions of this Lease. Fair Market Rent may include a provision for future rent adjustments during the extension term in question if such adjustments are commonly required in the marketplace at that time.

(d) Should this Lease require a determination of Fair Market Rent for any reason, then Landlord and Tenant shall each submit a current appraisal by a qualified real estate appraiser of Fair Market Rent. If the higher estimate is not more than one hundred five percent (105%) of the lower estimate, the new rent shall be established as the average of the two appraisals. If not, the two appraisers acting on behalf of Landlord and Tenant, shall, within fifteen (15) days after Landlord's appraisal has been submitted, jointly appoint a third qualified real estate appraiser (the "Referee"). If the two appraisers are unable to agree

upon the selection of a Referee, then the Referee shall be selected within fifteen (15) days thereafter by an arbitrator pursuant to the rules of the American Arbitration Association. The Referee shall, within thirty (30) days after appointment, render his decision, which decision shall be strictly limited to choosing one of the two determinations made by the two appraisers chosen by Landlord and Tenant with respect to Fair Market Rent. The decision of the Referee shall be binding upon Landlord and Tenant and shall constitute the Base Rent for the extension term. Landlord and Tenant shall each pay for their own appraisal, and the cost of the Referee shall be shared equally by Landlord and Tenant.

3.2 Additional Rent: Insurance Costs and Taxes.

(a) Definitions.

(i) **"Taxes"** means: all real property taxes and general, special or district assessments or other governmental impositions, of whatever kind, nature or origin, imposed on or by reason of the ownership or use of the Premises; governmental charges, fees or assessments for transit or traffic mitigation (including area-wide traffic improvement assessments and transportation system management fees), housing, police, fire or other governmental service or purported benefits to the Premises; personal property taxes assessed on the personal property of Landlord used in the operation of the Premises; service payments in lieu of taxes and taxes and assessments of every kind and nature whatsoever levied or assessed in addition to, in lieu of or in substitution for existing or additional real or personal property taxes on the Premises or the personal property described above; any increases in the foregoing caused by changes in assessed valuation, tax rate or other factors or circumstances; and the reasonable cost of contesting by appropriate proceedings the amount or validity of any taxes, assessments or charges described above. To the extent paid by Tenant as "Tenant's Taxes" (as defined in Section 8 - *Tenant's Taxes*), "Tenant's Taxes" shall be excluded from Taxes. Landlord and Tenant anticipate that the Premises will be exempt from real property taxation and will cooperate with any filings or documentation relating thereto.

(ii) **"Insurance Costs"** means the cost of maintaining all insurance carried by Landlord relative to the Premises, including property (including coverage for earthquake and flood if carried by Landlord), liability, rental income and other insurance, and expenditures for deductible amounts paid under such insurance.

(b) Additional Rent.

(i) Tenant shall pay Landlord as **"Additional Rent"** for each calendar year or portion thereof during the Term the sum of all Insurance Costs and Taxes. It is the intention of the parties that the Base Rent paid to Landlord be absolutely net of all Insurance Costs and Taxes and the provisions of this Section 3.2 are intended to so provide. Tenant agrees that any Taxes that accrue or are incurred during the Term of this Lease may be included in the calculation of Additional Rent, notwithstanding that such Taxes may be payable by Landlord in arrears.

(ii) As soon as reasonably practicable after the end of each calendar year thereafter, Landlord shall furnish Tenant a statement with respect to such year, showing Insurance Costs and Taxes and the total payments made by Tenant with respect thereto. Unless Tenant raises any objections to Landlord's statement within ninety (90) days after receipt of the same, such statement shall conclusively be deemed correct and Tenant shall have no right thereafter to dispute such statement or any item therein or the computation of Additional Rent based thereon. If Tenant does timely object to such statement, Landlord shall provide Tenant with reasonable verification of the figures shown on the statement and the parties shall negotiate in good faith to resolve any disputes. Any objection of Tenant to Landlord's statement and resolution of any dispute shall not postpone the time for payment of any amounts due Tenant or Landlord based on Landlord's statement, nor shall any failure of Landlord to deliver Landlord's statement in a timely manner relieve Tenant of Tenant's obligation to pay any amounts due Landlord based on Landlord's statement.

(iii) If Tenant's Additional Rent as finally determined for the year exceeds the total payments made by Tenant on account thereof, Tenant shall pay Landlord the deficiency within thirty (30) days of Tenant's receipt of Landlord's statement. If the total payments made by Tenant on account thereof exceed Tenant's Additional Rent as finally determined for the year, Tenant's excess payment shall be credited toward the

rent next due from Tenant under this Lease, unless such excess is more than Two Thousand and No/100ths Dollars (\$2,000.00) and Tenant is not then in default under this Lease, in which event such excess shall be refunded to Tenant. For any partial calendar year at the beginning or end of the Term, Additional Rent shall be prorated on the basis of a 365-day year by computing the increases in Insurance Costs and Taxes for the entire year and then prorating such amount for the number of days during such year included in the Term. Notwithstanding the termination of this Lease, Landlord shall pay to Tenant or Tenant shall pay to Landlord, as the case may be, within ten (10) days after Tenant's receipt of Landlord's final statement for the calendar year in which this Lease terminates, the difference between Tenant's Additional Rent for that year, as finally determined by Landlord, and the total amount previously paid by Tenant on account thereof.

If for any reason Taxes for any year during the Term are reduced, refunded or otherwise changed, Tenant's Additional Rent shall be adjusted accordingly. The obligations of Landlord to refund any overpayment of Additional Rent and of Tenant to pay any Additional Rent not previously paid shall survive the expiration of the Term.

3.3 Payment of Rent. All amounts payable or reimbursable by Tenant under this Lease, including late charges and interest, shall constitute rent and shall be payable and recoverable as rent in the manner provided in this Lease. Unless otherwise specified in this Lease, all sums payable to Landlord on demand under the terms of this Lease shall be payable within thirty (30) days after notice from Landlord of the amounts due. All rent shall be paid without offset, recoupment or deduction, in lawful money of the United States of America to Landlord at Landlord's Address for Payment of Rent as set forth in the Basic Lease Information, or to such other person or at such other place as Landlord may from time to time designate.

3.4 Full Net Lease. Landlord shall receive the Base Rent free and clear of any and all other impositions, Taxes, liens, charges, or expenses of any nature whatsoever in connection with the ownership and operation of the Premises, except as expressly provided in this Lease. In addition to the Base Rent reserved above, Tenant shall pay to the parties respectively entitled thereto all impositions, insurance premiums, operating charges, maintenance charges, construction costs, and any other charges, costs, and expenses that arise or may be contemplated under any provisions of this Lease during the term hereof. It is the intention of the parties that this Lease shall not be terminable for any reason by Tenant (except as expressly provided in this Lease), and that Tenant shall in no event be entitled to any set-off against, abatement of, or reduction in rent payable under this Lease, except as herein expressly provided.

4. USE AND COMPLIANCE WITH LAWS.

4.1 Use; Permitted Encumbrances; Suitability of Premises.

(a) Use. Tenant shall comply with all present and future laws, statutes, ordinances or governmental rules or regulations (collectively, "Laws") relating to Tenant's use or occupancy of the Premises, and shall make any repairs, alterations or improvements as required to comply with all such Laws to the extent that such Laws relate to or are triggered by (i) Tenant's particular use of the Premises, or (ii) any Alterations. Tenant shall not do, bring, keep or sell anything in or about the Premises that is prohibited by, or that will cause a cancellation of or an increase in the existing premium for, any insurance policy covering the Premises or any part thereof, without prior written consent from Landlord. Tenant shall not permit the Premises to be occupied or used in any manner that will constitute waste or a nuisance. Tenant shall not, without the prior consent of Landlord, (i) bring into the Building anything that may cause substantial noise, odor or vibration, overload the floors in the Building or any of the heating, ventilating and air-conditioning (the "HVAC"), mechanical, elevator, plumbing, electrical, fire protection, life safety, security or other systems in the Building (the "Building Systems"), or jeopardize the structural integrity of the Building or any part thereof.

(b) School Operations. Tenant covenants that Tenant shall at times maintain a valid school charter permitting Tenant's school operations, and shall have a minimum enrollment of 450 pupils, as measured at the start of each new school year.

(c) **Permitted Encumbrances.** Tenant acknowledges that this Lease is subordinate and subject to all liens, encumbrances, deeds of trust, reservations, restrictions and other matters affecting the Premises ("**Permitted Encumbrances**"), and any law, regulation, rule, order or ordinance of any governmental entity applicable to the Premises or the use or occupancy thereof, in effect on the execution of this Lease or thereafter promulgated.

4.2 Hazardous Materials.

(a) For the purposes of this Section and this Lease, the following terms are defined as follows:

(1) "**Hazardous Materials**" shall mean any substance: (A) that now or in the future is regulated or governed by, requires investigation or remediation under, or is defined as a hazardous waste, hazardous substance, pollutant or contaminant under any governmental statute, code, ordinance, regulation, rule or order, and any amendment thereto, including for example only and without limitation, the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. § 9601 *et seq.*, and the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.*, or (B) that is toxic, explosive, corrosive, flammable, radioactive, carcinogenic, dangerous or otherwise hazardous, including for example only and without limitation, gasoline, diesel, petroleum hydrocarbons, polychlorinated biphenyls (PCBs), asbestos, radon and urea formaldehyde foam insulation.

(2) "**Environmental Requirements**" shall mean all present and future governmental statutes, codes, ordinances, regulations, rules, orders, permits, licenses, approvals, authorizations and other requirements of any kind applicable to Hazardous Materials.

(3) "**Handle,**" "**Handled,**" or "**Handling**" shall mean any installation, handling, generation, storing, treatment, use, disposal, discharge, release, manufacture, refinement, presence, migration, emission, abatement, removal, transportation, or any other activity of any type in connection with or involving Hazardous Materials by Tenant or its officers, employees, contractors, assignees, sublessees, agents or invitees.

(4) "**Environmental Losses**" shall mean all costs and expenses of any kind, damages, foreseeable and unforeseeable consequential damages, fines and penalties incurred in connection with any violation of and compliance with Environmental Requirements and all losses of any kind attributable to the diminution of value, loss of use or adverse effects on marketability or use of any portion of the Premises.

(5) "**Representatives**" shall mean Tenant's agents, employees, contractors, subtenants, assignees, licensees, transferees, or representatives.

(6) "**Visitors**" shall mean school pupils, Tenant's guests, customers, or visitors.

(b) No Hazardous Materials shall be Handled at or about the Premises without strict compliance with all Environmental Requirements. Tenant's activities at or about the Premises and the Handling of all Hazardous Materials shall comply at all times with all Environmental Requirements. At the expiration or termination of the Lease, Tenant shall promptly remove from the Premises all Hazardous Materials Handled at the Premises (but Tenant shall not be required to remove, or have any liability whatsoever with respect to any Hazardous Materials not in any way Handled or disturbed by Tenant). Tenant shall keep Landlord fully and promptly informed of all Handling of Hazardous Materials.

(c) Tenant covenants and warrants that it shall, at its own expense, promptly take all actions required by any governmental agency or entity in connection with its Handling of Hazardous Materials at or about the Premises, including without limitation, inspection and testing, performing all cleanup, removal and remediation work required with respect to those Hazardous Materials, complying with all closure requirements and post-closure monitoring, and filing all required reports or plans. All of the foregoing work and all Handling of all Hazardous Materials shall be performed in a good, safe and workmanlike manner by

consultants qualified and licensed to undertake such work and in a manner that will not unreasonably interfere with Landlord's use, operation, leasing and sale of the Premises. Tenant shall deliver to Landlord prior to delivery to any governmental agency, or promptly after receipt from any such agency, copies of all permits, manifests, closure or remedial action plans, notices, and all other documents relating to the Handling of Hazardous Materials at or about the Premises. Tenant shall remove at its own expense, by bond or otherwise, all liens or charges of any kind filed or recorded against the Premises in connection with the Handling of Hazardous Materials, within ten (10) days after the filing or recording of such lien or charge, and if Tenant fails to do so, Landlord shall have the right, but not the obligation, to remove the lien or charge at Tenant's expense in any manner Landlord deems expedient.

(d) Landlord shall have the right, but not the obligation, to enter the Premises at any reasonable time, after at least twenty four (24) hours prior written notice to Tenant absent emergency (i) to confirm Tenant's compliance with the provisions of this Section 4.2, and (ii) to perform Tenant's obligations under this Section 4.2 if Tenant has failed to do so. Landlord shall also have the right to engage qualified Hazardous Materials consultants to inspect the Premises and review the Handling of Hazardous Materials, including review of all permits, reports, plans, and other documents regarding same. Tenant shall pay the costs of Landlord's consultants' fees and all costs incurred by Landlord in performing Tenant's obligations under this Section 4.2 if Tenant is found to not be in strict compliance herewith. Landlord shall use reasonable efforts to minimize any interference with Tenant's business caused by Landlord's entry into the Premises, but Landlord shall not be responsible for any interference caused thereby.

(e) Tenant agrees to indemnify, defend and hold harmless Landlord and its partners and their directors, officers, shareholders, employees and agents from all Environmental Losses and all other claims, losses, damages, liabilities, costs and expenses of every kind, including without limitation, reasonable attorneys' and consultants' fees and costs, incurred at any time by Landlord from or in connection with its Handling of Hazardous Materials at or about the Premises, or Tenant's failure to comply with all Environmental Requirements with respect to the Premises. Tenant's obligations under this Section 4.2 shall survive the expiration or termination of this Lease.

5. ALTERATIONS.

5.1 Tenant shall not make any alterations, improvements or changes to the Premises (the "Alterations"), without Landlord's prior written consent. Landlord may withhold its consent to such Alterations in its sole discretion if the proposed Alterations would adversely affect the structure or safety of the Building or its electrical, plumbing, HVAC, mechanical or safety systems, or if such proposed Alterations would create an obligation on Landlord's part to make modifications to the Building or other portions of the Premises (in order, for example, to comply with laws such as the ADA mandating accessibility for persons with disabilities), or if such proposed Alterations are visible from outside of the Building; in all other circumstances, Landlord agrees not to unreasonably withhold or delay its consent to proposed Alterations. Any such Alterations shall be completed by Tenant at Tenant's sole cost and expense: (i) with due diligence, in a good and workmanlike manner, using new materials; (ii) in compliance with plans and specifications approved by Landlord; (iii) in compliance with the construction rules and regulations promulgated by Landlord from time to time; (iv) in accordance with all applicable Laws (including all work, whether structural or non-structural, inside or outside the Premises, required to comply fully with all applicable Laws and necessitated by Tenant's work); and (v) subject to all conditions which Landlord may in Landlord's discretion impose.

5.2 Before making any Alterations, Tenant shall submit to Landlord for Landlord's prior approval detailed plans and specifications prepared by a licensed architect or engineer, a copy of the construction contract, including the name of the contractor and all subcontractors proposed by Tenant to make the Alterations and a copy of the contractor's license. Tenant shall reimburse Landlord upon demand for any expenses reasonably incurred by Landlord in connection with any Alterations made by Tenant, including reasonable fees charged by Landlord's contractors or consultants to review plans and specifications prepared by Tenant and to update the existing as-built plans and specifications of the Building to reflect the Alterations. Tenant shall obtain all applicable permits, authorizations and governmental approvals and deliver copies of the same to Landlord before commencement of any Alterations.

5.3 Tenant shall keep the Premises free and clear of all liens arising out of any work performed, materials furnished or obligations incurred by Tenant. If any such lien attaches to the Premises, and Tenant does not cause the same to be released by payment, bonding or otherwise within ten (10) days after the attachment thereof, Landlord shall have the right but not the obligation to cause the same to be released, and any sums expended by Landlord in connection therewith shall be payable by Tenant on demand with interest thereon from the date of expenditure by Landlord at the Interest Rate (as defined in Section 15.2 - *Interest*). Tenant shall give Landlord at least ten (10) days' written notice prior to the commencement of any Alterations and cooperate with Landlord in posting and maintaining notices of non-responsibility in connection therewith.

5.4 Subject to the provisions of Section 4 - *Use and Compliance with Laws* and the foregoing provisions of this Section, Tenant may install and maintain furnishings, equipment, movable partitions, business equipment and other trade fixtures (the "**Trade Fixtures**") in the Premises, provided that the Trade Fixtures do not become an integral part of the Premises. Tenant shall promptly repair any damage to the Premises caused by any installation or removal of such Trade Fixtures.

6. MAINTENANCE AND REPAIRS.

6.1 By taking possession of the Premises Tenant agrees that the Premises are then in a good and tenantable condition. During the Term, Tenant at Tenant's sole expense, shall repair and maintain the Premises, including the Building, Building Systems, Alterations and the parking facilities, sidewalks and landscaped areas (if any), in a first class condition, and keep the Premises in a clean, safe and orderly condition (whether or not the portion of the Premises requiring repairs, or the means of repairing the same, are reasonably or readily accessible to Tenant, and whether or not the need for such repair occurs as a result of Tenant's use, any prior use, the elements or the age of such portion of the Premises), including, but not limited to, all equipment or facilities, such as plumbing, heating, ventilating, air-conditioning, electrical, lighting facilities, boilers, pressure vessels, fire protection system, fixtures, walls (interior and exterior), ceilings, floors, windows, doors, landscaping, driveways, parking lots, fences, signs, sidewalks and parkways located in, on, or adjacent to the Premises. Tenant is also responsible for keeping the roof and roof drainage clean and free of debris. Tenant, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices. Tenant's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair. Tenant shall, during the term of this Lease, keep the exterior appearance of the Building in a first-class condition (including, e.g., graffiti removal) at a level at least equal to the exterior appearances of other similar facilities of comparable age and size in the vicinity, including, when necessary, the exterior repainting of the Building.

6.2 Landlord shall have no duty to perform any repairs, maintenance or replacements to the Premises, with the exception of repairs covered by the construction warranties arising out of Landlord's construction of the Premises, for which Landlord will enforce for Tenant's benefit. As a material part of the consideration for this Lease, Tenant hereby waives any benefits of any applicable existing or future Law, including the provisions of California Civil Code Sections 1932(1), 1941 and 1942, that allows a tenant to make repairs at its landlord's expense.

6.3 Tenant shall, at Tenant's sole expense, procure and maintain contracts, with copies to Landlord, in customary form and substance for, and with contractors specializing and experienced in, the maintenance of the following equipment and improvements, if any, if and when installed on the Premises: (i) HVAC equipment, (ii) boiler and pressure vessels, and (iii) any other equipment, if reasonably required by Landlord. However, Landlord reserves the right, upon notice to Tenant, to procure and maintain any or all of such service contracts, and if Landlord so elects, Tenant shall reimburse Landlord, upon demand, for the cost thereof.

7. **TENANT'S TAXES.** "**Tenant's Taxes**" shall mean (a) all taxes, assessments, license fees and other governmental charges or impositions levied or assessed against or with respect to Tenant's personal property or Trade Fixtures in the Premises, whether any such imposition is levied directly against Tenant or levied against Landlord or the Premises, (b) all rental, excise, sales or transaction privilege taxes arising out of this Lease (excluding, however, state and federal personal or corporate income taxes measured by the income of Landlord from all sources) imposed by any taxing authority upon Landlord or upon Landlord's receipt of any rent payable by Tenant pursuant to the terms of this Lease (the "**Rental Tax**"), and (c) any Taxes attributable to the value or cost of

Tenant's (i) personal property, (ii) Trade Fixtures, and/or (iii) Tenant Improvements or other Alterations (to the extent that the cost or value of such Tenant Improvements or other Alterations made in or to the Premises or the Building by or for Tenant exceeds the cost or value of a building-standard build-out, as determined by Landlord, but regardless of whether title to those improvements is vested in Tenant or Landlord). Tenant shall pay any Rental Tax to Landlord in addition to and at the same time as Base Rent is payable under this Lease, and shall pay all other Tenant's Taxes before delinquency (and, at Landlord's request, shall furnish Landlord satisfactory evidence thereof). If Landlord pays Tenant's Taxes or any portion thereof, Tenant shall reimburse Landlord upon demand for the amount of such payment, together with interest at the Interest Rate from the date of Landlord's payment to the date of Tenant's reimbursement.

8. UTILITIES AND SERVICES.

8.1 Direct Payment by Tenant. During the Term, Tenant shall pay, before delinquency, all charges or assessments for telephone, water, sewer, gas, heat, electricity, janitorial service, garbage disposal, trash disposal, and all other utilities and services of any kind that may be used on the Premises.

8.2 Interruption of Services. In the event of an interruption in or failure or inability to provide any services or utilities to the Premises or Building for any reason (a "Service Failure"), such Service Failure shall not, regardless of its duration, impose upon Landlord any liability whatsoever, constitute an eviction of Tenant, constructive or otherwise, entitle Tenant to an abatement of rent or to terminate this Lease or otherwise release Tenant from any of Tenant's obligations under this Lease. Tenant hereby waives any benefits of any applicable existing or future Law, including the provisions of California Civil Code Section 1932(1), permitting the termination of this Lease due to such interruption, failure or inability.

9. EXCULPATION AND INDEMNIFICATION.

9.1 Except to the extent of Landlord's negligence or willful misconduct, Landlord shall not be liable to Tenant for any loss, injury or other damage to any person or property (including Tenant or Tenant's property) in or about the Premises from any cause (including defects in the Premises or in any equipment in the Premises; fire, explosion or other casualty; bursting, rupture, leakage or overflow of any plumbing or other pipes or lines, sprinklers, tanks, drains, drinking fountains or washstands in, above, or about the Building). Tenant hereby waives all claims against Landlord for such damage and the cost and expense of defending against claims relating to such damage, except that Landlord shall indemnify, defend and hold Tenant harmless from and against any claims, actions, liabilities, damages, costs or expenses, including reasonable attorneys' fees and costs incurred in defending against the same (the "Claims") for such damages, to the extent the same are caused by the willful or negligent acts or omissions of Landlord or its authorized representatives and which are not covered by insurance actually carried by Tenant or required to be carried by Tenant under this Lease. In no event, however, shall Landlord be liable to Tenant for any punitive or consequential damages or damages for loss of business by Tenant.

9.2 Tenant shall indemnify, defend and hold Landlord harmless from and against Claims arising from (a) the acts or omissions of Tenant or Tenant's Representatives or Visitors in or about the Premises, or (b) any construction or other work undertaken by Tenant on the Premises (including any design defects), or (c) any breach or default under this Lease by Tenant, or (d) any accident, injury or damage, howsoever and by whomsoever caused, to any person or property, occurring in or about the Premises during the Term; excepting only such Claims for any accident, injury or damage to the extent they are caused by the negligent or willful acts or omissions of Landlord or its authorized representatives and which are not covered by insurance actually carried by Tenant or required to be carried by Tenant under this Lease.

9.3 The obligations of the parties under this Section 9 shall survive the expiration or termination of this Lease.

10. INSURANCE.

10.1 Tenant's Insurance.

(a) Tenant shall maintain in full force throughout the Term, commercial general liability insurance providing coverage on an occurrence form basis with limits of not less than Two Million and No/100ths Dollars (\$2,000,000.00) each occurrence for bodily injury and property damage combined, Two Million and No/100ths Dollars (\$2,000,000.00) annual general aggregate, and Two Million and No/100ths Dollars (\$2,000,000.00) products and completed operations annual aggregate. Tenant's liability insurance policy or policies shall: (i) include premises and operations liability coverage, products and completed operations liability coverage, broad form property damage coverage including completed operations, blanket contractual liability coverage including, to the maximum extent possible, coverage for the indemnification obligations of Tenant under this Lease, and personal and advertising injury coverage; (ii) provide that the insurance company has the duty to defend all insureds under the policy; (iii) provide that defense costs are paid in addition to and do not deplete any of the policy limits; (iv) cover liabilities arising out of or incurred in connection with Tenant's use or occupancy of the Premises; and (v) extend coverage to cover liability for the actions of Tenant's Representatives and Visitors.

(b) Tenant shall at all times maintain in effect with respect to any Alterations and Tenant's Trade Fixtures and personal property, commercial property insurance providing coverage, at a minimum, for "special form" perils, to the extent of one hundred percent (100%) of the full replacement cost of covered property, and for business income coverage for a minimum of twelve (12) months. Tenant may carry such insurance under a blanket policy, provided that such policy provides equivalent coverage to a separate policy. Tenant shall also carry plate glass insurance (or at the Tenant's option, it may self-insure against risk of damage to the Building's plate glass), and Tenant shall be responsible for the maintenance and replacement of all plate glass. During the Term, the proceeds from any such policies of insurance shall be used for the repair or replacement of the Alterations, Trade Fixtures and personal property so insured. Landlord shall be provided coverage under such insurance to the extent of its insurable interest and, if requested by Landlord, both Landlord and Tenant shall sign all documents reasonably necessary or proper in connection with the settlement of any claim or loss under such insurance. Landlord will have no obligation to carry insurance on any Alterations or on Tenant's Trade Fixtures or personal property.

(c) Each policy of insurance required under this Section 10.1 shall: (i) be in a form, and written by an insurer, reasonably acceptable to Landlord, (ii) be maintained at Tenant's sole cost and expense, and (iii) require at least thirty (30) days' written notice to Landlord prior to any cancellation, nonrenewal or modification of insurance coverage. Insurance companies issuing such policies shall have rating classifications of "A" or better and financial size category ratings of "VII" or better according to the latest edition of the A.M. Best Key Rating Guide. All insurance companies issuing such policies shall be licensed to do business in the state where the Premises are located. Any deductible amount under such insurance shall not exceed Five Thousand and No/100ths Dollars (\$5,000.00). Tenant shall provide to Landlord evidence that the insurance required to be carried by Tenant pursuant to this Section, including any endorsement affecting the additional insured status, is in full force and effect and that premiums therefor have been paid.

(d) Tenant shall increase the amounts of insurance as required by any Mortgagee, and, not more frequently than once every three (3) years, as recommended by Landlord's insurance broker, if, in the opinion of either of them, the amount of insurance then required under this Lease is not adequate. Any limits set forth in this Lease on the amount or type of coverage required by Tenant's insurance shall not limit the liability of Tenant under this Lease.

(e) Each policy of liability insurance required by this Section 10.1 shall: (i) contain a cross liability endorsement or separation of insureds clause; (ii) provide that any waiver of subrogation rights or release prior to a loss does not void coverage; (iii) provide that it is primary to and not contributing with, any policy of insurance carried by Landlord covering the same loss; (iv) provide that any failure to comply with the reporting provisions shall not affect coverage provided to Landlord, its partners, property managers and Mortgagees; and (v) name Landlord, its partners, Landlord, the property manager, and such other parties in interest as Landlord may from time to time reasonably designate to Tenant in writing, as additional insureds. Such additional insureds shall be provided the same extent of coverage as provided to Tenant under such policies. All endorsements affecting such additional insured status shall be acceptable to Landlord.

(f) Prior to occupancy of the Premises by Tenant, and not less than thirty (30) days prior to expiration of any policy thereafter, Tenant shall furnish to Landlord a certificate of insurance reflecting that the insurance required by this Section is in force, accompanied by an endorsement showing the required additional insureds satisfactory to Landlord in substance and form. Notwithstanding the requirements of this paragraph, Tenant shall at Landlord's request provide to Landlord a certified copy of each insurance policy required to be in force at any time pursuant to the requirements of this Lease.

10.2 Landlord's Insurance. During the Term, Landlord shall maintain in effect insurance on the Building against "special form" perils (to the extent such coverages are available), with responsible insurers, insuring the Building in an amount equal to at least one hundred percent (100%) of the replacement cost thereof, excluding land, foundations, footings and underground installations. Landlord may, but shall not be obligated to, carry insurance against additional perils and/or in greater amounts.

10.3 Premises Insurance - Waiver of Subrogation. Landlord and Tenant each hereby waive any right of recovery against the other and the partners, members, shareholders, officers, directors and authorized representatives of the other for any loss or damage that is covered by any policy of property insurance maintained by either party (or required by this Lease to be maintained) with respect to the Premises or any operation therein. If any such policy of insurance relating to this Lease or to the Premises does not permit the foregoing waiver or if the coverage under any such policy would be invalidated as a result of such waiver, the party maintaining such policy shall obtain from the insurer under such policy a waiver of all right of recovery by way of subrogation against either party in connection with any claim, loss or damage covered by such policy.

11. DAMAGE OR DESTRUCTION.

11.1 Landlord's Duty to Repair.

(a) If all or a substantial part of the Premises are rendered untenantable or inaccessible by fire or other casualty then, unless either party is entitled to and elects to terminate this Lease pursuant to Sections 11.2 - *Landlord's Right to Terminate* and 11.3 - *Tenant's Right to Terminate*, Landlord shall, at its expense, use reasonable efforts to repair and restore the Premises to substantially its former condition to the extent permitted by then applicable Laws; provided, however, that in no event shall Landlord have any obligation for repair or restoration beyond the extent of insurance proceeds received by Landlord for such repair or restoration, or for any of Tenant's personal property, Trade Fixtures or Alterations.

(b) If Landlord is required or elects to repair damage to the Premises, this Lease shall continue in effect, but Tenant's Base Rent and Additional Rent from the date of the casualty through the date of substantial completion of the repair shall be abated with regard to any portion of the Premises that Tenant is prevented from using by reason of such damage or its repair. In no event shall Landlord be liable to Tenant by reason of any injury to or interference with Tenant's business or property arising from fire or other casualty or by reason of any repairs to any part of the Premises necessitated by such casualty.

11.2 Landlord's Right to Terminate. Landlord may elect to terminate this Lease following damage by fire or other casualty under the following circumstances:

(a) If, in the reasonable judgment of Landlord, the Premises cannot be substantially repaired and restored under applicable Laws within two (2) years from the date of the casualty;

(b) If, in the reasonable judgment of Landlord, adequate proceeds are not, for any reason, made available to Landlord from Landlord's insurance policies (and/or from Landlord's funds made available for such purpose, at Landlord's sole option) to make the required repairs;

(c) If the Building is damaged or destroyed to the extent that, in the reasonable judgment of Landlord, the cost to repair and restore the Building would exceed twenty-five percent (25%) of the full replacement cost of the Building; or

(d) If the fire or other casualty occurs during the last year of the Term.

If any of the circumstances described in subparagraphs (a), (b), (c) or (d) of this Section 11.2 occur or arise, Landlord shall notify Tenant in writing of that fact within one hundred and eighty (180) days after the date of the casualty and in such notice Landlord shall also advise Tenant whether Landlord has elected to terminate this Lease as provided above.

11.3 Tenant's Right to Terminate. If all or a substantial part of the Premises are rendered untenable or inaccessible by fire or other casualty, then Tenant may elect to terminate this Lease under the following circumstances:

(a) Where Landlord fails to actually obtain a building permit and to substantially complete the required repair within one hundred and eighty (180) days after the date of the casualty, in which event Tenant may elect to terminate this Lease upon notice to Landlord given within ten (10) days after such one hundred and eighty (180)-day period; or

(b) In the circumstance described in Subsection 12.2(a) above; in which event Tenant may elect to terminate this Lease by giving Landlord notice of such election to terminate within thirty (30) days after Landlord's notice to Tenant pursuant to Section 11.2 - *Landlord's Right to Terminate*.

11.4 Waiver. Landlord and Tenant each hereby waive the provisions of California Civil Code Sections 1932(2), 1933(4) and any other applicable existing or future Law permitting the termination of a lease agreement in the event of damage or destruction under any circumstances other than as provided in Sections 12.2 - *Landlord's Right to Terminate* and 12.3 - *Tenant's Right to Terminate*.

12. CONDEMNATION.

12.1 Definitions.

(a) "**Award**" shall mean all compensation, sums, or anything of value awarded, paid or received on a total or partial Condemnation.

(b) "**Condemnation**" shall mean (i) a permanent taking (or a temporary taking for a period extending beyond the end of the Term) pursuant to the exercise of the power of condemnation or eminent domain by any public or quasi-public authority, private corporation or individual having such power ("**Condemnor**"), whether by legal proceedings or otherwise, or (ii) a voluntary sale or transfer by Landlord to any such authority, either under threat of condemnation or while legal proceedings for condemnation are pending.

(c) "**Date of Condemnation**" shall mean the earlier of the date that title to the property taken is vested in the Condemnor or the date the Condemnor has the right to possession of the property being condemned.

12.2 Effect on Lease.

(a) If the Premises are totally taken by Condemnation, this Lease shall terminate as of the Date of Condemnation. If a portion but not all of the Premises is taken by Condemnation, this Lease shall remain in effect; provided, however, that if the portion of the Premises remaining after the Condemnation will be unsuitable for Tenant's continued use, then upon notice to Landlord within thirty (30) days after Landlord notifies Tenant of the Condemnation, Tenant may terminate this Lease effective as of the Date of Condemnation.

(b) If twenty-five percent (25%) or more of the parcel of land on which the Building is located or of the floor area in the Building is taken by Condemnation, or if as a result of any Condemnation the Building is no longer reasonably suitable for use as a school building, Landlord may elect to

terminate this Lease, effective as of the Date of Condemnation, by notice to Tenant within thirty (30) days after the Date of Condemnation.

(c) If all or a portion of the Premises is temporarily taken by a Condemnor (in a manner that does not materially affect Tenant's school operations from the Premises) for a period not extending beyond the end of the Term, this Lease shall remain in full force and effect.

12.3 Restoration. If this Lease is not terminated as provided in Section 12.2 - *Effect on Lease*, Landlord, at its expense, shall diligently proceed to repair and restore the Premises to substantially its former condition (to the extent permitted by then applicable Laws) and/or repair and restore the Building to an architecturally complete school building; provided, however, that Landlord's obligations to so repair and restore shall be limited to the amount of any Award received by Landlord and not required to be paid to any Mortgagee (as defined in Section 19.2 below). In no event shall Landlord have any obligation to repair or replace any improvements in the Premises beyond the amount of any Award received by Landlord for such repair or to repair or replace any of Tenant's personal property, Trade Fixtures, or Alterations.

12.4 Abatement and Reduction of Rent. If any portion of the Building is taken in a Condemnation or is rendered permanently untenable by repairs necessitated by the Condemnation, and this Lease is not terminated, the Base Rent and Additional Rent payable under this Lease shall be proportionally reduced as of the Date of Condemnation based upon the percentage of rentable square feet in the Building so taken or rendered permanently untenable. In addition, if this Lease remains in effect following a Condemnation and Landlord proceeds to repair and restore the Premises, the Base Rent and Additional Rent payable under this Lease shall be abated during the period of such repair or restoration to the extent such repairs prevent Tenant's use of the Premises.

12.5 Awards. Any Award made shall be paid to Landlord, and Tenant hereby assigns to Landlord, and waives all interest in or claim to, any such Award, including any claim for the value of the unexpired Term; provided, however, that Tenant shall be entitled to receive, or to prosecute a separate claim for, an Award for a temporary taking of the Premises or a portion thereof by a Condemnor where this Lease is not terminated (to the extent such Award relates to the unexpired Term), or an Award or portion thereof separately designated for relocation expenses or the interruption of or damage to Tenant's business or as compensation for Tenant's personal property, Trade Fixtures or Alterations.

12.6 Waiver. Landlord and Tenant each hereby waive the provisions of California Code of Civil Procedure Section 1165.130 and any other applicable existing or future Law allowing either party to petition for a termination of this Lease upon a partial taking of the Premises.

13. ASSIGNMENT AND SUBLETTING.

13.1 Landlord's Consent Required. Tenant shall not assign, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, or sublet or license or permit the use or occupancy of the Premises or any part thereof by or for the benefit of anyone other than Tenant, or in any other manner transfer all or any part of Tenant's interests under this Lease (each and all a "Transfer"), without the prior written consent of Landlord, which (subject to the other provisions of this Section 13) shall not be unreasonably withheld.

13.2 No Release Of Tenant. No consent by Landlord to any Transfer shall relieve Tenant of any obligation to be performed by Tenant under this Lease, whether occurring before or after such consent, assignment, subletting or other Transfer. Each Transferee shall be jointly and severally liable with Tenant (and Tenant shall be jointly and severally liable with each Transferee) for the payment of rent (or, in the case of a sublease, rent in the amount set forth in the sublease) and for the performance of all other terms and provisions of this Lease. The consent by Landlord to any Transfer shall not relieve Tenant or any such Transferee from the obligation to obtain Landlord's express prior written consent to any subsequent Transfer by Tenant or any Transferee. The acceptance of rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision of this Lease or to be a consent to any Transfer.

13.3 Expenses and Attorneys' Fees. Tenant shall pay to Landlord on demand all costs and expenses (including reasonable attorneys' fees) incurred by Landlord in connection with reviewing or consenting to any proposed Transfer (including any request for consent to, or any waiver of Landlord's rights in connection with, any security interest in any of Tenant's property at the Premises).

13.4 Effectiveness of Transfer. Prior to the date on which any permitted Transfer (whether or not requiring Landlord's consent) becomes effective, Tenant shall deliver to Landlord a counterpart of the fully executed Transfer document and Landlord's standard form of consent to assignment or consent to sublease executed by Tenant and the Transferee in which each of Tenant and the Transferee confirms its obligations pursuant to this Lease. Failure or refusal of a Transferee to execute any such instrument shall not release or discharge the Transferee from liability as provided herein. The voluntary, involuntary or other surrender of this Lease by Tenant, or a mutual cancellation by Landlord and Tenant, shall not work a merger, and any such surrender or cancellation shall, at the option of Landlord, either terminate all or any existing subleases or operate as an assignment to Landlord of any or all of such subleases.

14. DEFAULT AND REMEDIES.

14.1 Events of Default. The occurrence of any of the following shall constitute an "Event of Default" by Tenant:

(a) Tenant fails to make any payment of rent when due, or any amount required to replenish the Security Deposit as provided in Section 4 above, if payment in full is not received by Landlord within fifteen (15) days after written notice from Landlord to Tenant that it is due;

(b) Tenant abandons the Premises;

(c) Tenant ceases doing business as a going concern; makes an assignment for the benefit of creditors; is adjudicated an insolvent, files a petition (or files an answer admitting the material allegations of a petition) seeking relief under any state or federal bankruptcy or other statute, law or regulation affecting creditors' rights; all or substantially all of Tenant's assets are subject to judicial seizure or attachment and are not released within thirty (30) days, or Tenant consents to or acquiesces in the appointment of a trustee, receiver or liquidator for Tenant or for all or any substantial part of Tenant's assets; or

(d) Tenant fails to perform or comply with any provision of this Lease other than those described in (a) through (c) above, and does not fully cure such failure within thirty (30) days after notice to Tenant or, if such failure cannot be cured within such thirty (30)-day period, Tenant fails within such thirty (30)-day period to commence, and thereafter diligently proceed with, all actions necessary to cure such failure as soon as reasonably possible but in all events within ninety (90) days of such notice; provided, however, that if Landlord in Landlord's reasonable judgment determines that such failure cannot or will not be cured by Tenant within such ninety (90) days, then such failure shall constitute an Event of Default immediately upon such notice to Tenant.

(e) If Tenant neglects to timely cure a breach in paying rent pursuant to Section 14.1(a) above after receipt of written notice from Landlord, Tenant's right to possession shall not be terminated and no Event of Default shall occur unless Tenant fails to cure such breach within seven (7) calendar days after a further written notice from Landlord of Tenant's failure to timely cure the breach ("**Follow Up Rent Notice**"). The Follow Up Rent Notice shall be copied to Tenant's Principal and Board President (at the Premises) and shall prominently state that "**THIS IS YOUR FOLLOW UP RENT NOTICE AND YOU MAY BE EVICTED IF RENT IS NOT TENDERED WITHIN SEVEN (7) CALENDAR DAYS.**" Tenant shall only be entitled to receive one (1) Follow Up Rent Notice providing an additional cure period in any twelve (12) month period.

14.2 Remedies. Upon the occurrence of an Event of Default, Landlord shall have the following remedies, which shall not be exclusive but shall be cumulative and shall be in addition to any other remedies now or hereafter allowed by law:

(a) Landlord may terminate Tenant's right to possession of the Premises at any time by written notice to Tenant. Tenant expressly acknowledges that in the absence of such written notice from Landlord, no other act of Landlord, including re-entry into the Premises, efforts to relet the Premises, reletting of the Premises for Tenant's account, storage of Tenant's personal property and Trade Fixtures, acceptance of keys to the Premises from Tenant or exercise of any other rights and remedies under this Section, shall constitute an acceptance of Tenant's surrender of the Premises or constitute a termination of this Lease or of Tenant's right to possession of the Premises. Upon such termination in writing of Tenant's right to possession of the Premises, as herein provided, this Lease shall terminate and Landlord shall be entitled to recover damages from Tenant as provided in any applicable existing or future Law providing for recovery of damages for such breach, including:

(i) The worth at the time of the award of any unpaid rent that had been earned at the time of the termination, to be computed by allowing interest at the Interest Rate set forth in Section 15.2 but in no case greater than the maximum amount of interest permitted by law;

(ii) The worth at the time of the award of the amount by which the unpaid rent that would have been earned between the time of the termination and the time of the award exceeds the amount of unpaid Rent that Tenant proves could reasonably have been avoided, to be computed by allowing interest at the Interest Rate set forth in Section 15.2 but in no case greater than the maximum amount of interest permitted by law;

(iii) The worth at the time of the award of the amount by which the unpaid rent for the balance of the Lease term after the time of the award exceeds the amount of unpaid rent that Tenant proves could reasonably have been avoided, to be computed by discounting that amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award plus one percent (1%);

(iv) Any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform obligations under this Lease, including brokerage commissions and advertising expenses, expenses of remodeling the Premises for a new tenant (whether for the same or a different use), and any special concessions made to obtain a new tenant; and

(v) Any other amounts, in addition to or in lieu of those listed above, that may be permitted by applicable law.

(b) Landlord shall have the remedy described in California Civil Code Section 1951.4 (Landlord may continue this Lease in effect after Tenant's breach and abandonment and recover rent as it becomes due, if Tenant has the right to sublet or assign, subject only to reasonable limitations).

(c) Landlord may cure the Event of Default at Tenant's expense. If Landlord pays any sum or incurs any expense in curing the Event of Default, Tenant shall reimburse Landlord upon demand for the amount of such payment or expense with interest at the Interest Rate from the date the sum is paid or the expense is incurred until Landlord is reimbursed by Tenant.

(d) Landlord may remove all Tenant's property from the Premises, and such property may be stored by Landlord in a public warehouse or elsewhere at the sole cost and for the account of Tenant. If Landlord does not elect to store any or all of Tenant's property left in the Premises, Landlord may consider such property to be abandoned by Tenant, and Landlord may thereupon dispose of such property in any manner deemed appropriate by Landlord. Any proceeds realized by Landlord on the disposal of any such property shall be applied first to offset all expenses of storage and sale, then credited against Tenant's outstanding obligations to Landlord under this Lease, and any balance remaining after satisfaction of all obligations of Tenant under this Lease shall be delivered to Tenant.

14.3 Subleases of Tenant. Whether or not Landlord elects to terminate this Lease on account of any default by Tenant, as set forth in this Section 14 Landlord shall have the right to terminate any and all Transfers entered into by Tenant and affecting the Premises or may, in Landlord's sole discretion, succeed to Tenant's interest in such Transfers. In the event of Landlord's election to succeed to Tenant's interest in any such

Transfers, Tenant shall, as of the date of notice by Landlord of such election, have no further right to or interest in the rent or other consideration receivable thereunder.

15. LATE CHARGE AND INTEREST.

15.1 Late Charge. If any payment of rent is not received by Landlord within twenty (20) days after its due date (and whether or not Landlord has notified Tenant of such delinquency), Tenant shall pay to Landlord on demand as a late charge an additional amount equal to five percent (5%) of the overdue payment as liquidated damages in lieu of actual damages (other than interest under Section 15.2 and attorneys' fees and costs under Section 22). The parties agree that this late charge represents a reasonable estimate of the expenses that Landlord will incur because of any late payments of rent (other than interest and attorneys' fees and costs). Landlord's acceptance of any liquidated damages shall not constitute a waiver of Tenant's default with respect to the overdue amount or prevent Landlord from exercising any of the rights and remedies available to Landlord under this Lease. A late charge shall not be imposed more than once on any particular installment not paid when due, but imposition of a late charge on any payment not made when due does not eliminate or supersede late charges imposed on other (prior) payments not made when due or preclude imposition of a late charge on other installments or payments not made when due. If Tenant is delinquent in the payment of rent or any other charge and is subject to a late charge, Landlord agrees to waive the late charge if (i) Tenant has not been delinquent in its payment of rent owed under the Lease during the six (6) month period preceding the rent delinquency in question and (ii) the rent due is paid within ten (10) days of Landlord's written notice to Tenant of the delinquent amount owed.

15.2 Interest. In addition to the late charges referred to above, which are intended to defray Landlord's costs resulting from late payments, any payment from Tenant to Landlord not paid when due shall at Landlord's option bear interest from the date due until paid to Landlord by Tenant at the rate of eight percent (8%) per annum or the maximum lawful rate that Landlord may charge to Tenant under applicable laws, whichever is less (the "**Interest Rate**"). Acceptance of any late charge and/or interest shall not constitute a waiver of Tenant's default with respect to the overdue sum or prevent Landlord from exercising any of its other rights and remedies under this Lease.

16. WAIVER. No provisions of this Lease shall be deemed waived by Landlord or Tenant unless such waiver is in a writing signed by the waiving party. The waiver by Landlord or Tenant of any breach of any provision of this Lease shall not be deemed a waiver of such provision or of any subsequent breach of the same or any other provision of this Lease. No delay or omission in the exercise of any right or remedy of Landlord upon any default by Tenant, or of Tenant upon any default of Landlord, shall impair such right or remedy or be construed as a waiver. Landlord's acceptance of any payments of rent due under this Lease shall not be deemed a waiver of any default by Tenant under this Lease (including Tenant's recurrent failure to timely pay rent) other than Tenant's nonpayment of the accepted sums, and no endorsement or statement on any check or accompanying any check or payment shall be deemed an accord and satisfaction. Landlord's or Tenant's consent to or approval of any act by Tenant requiring Landlord's or Tenant's consent or approval shall not be deemed to waive or render unnecessary Landlord's or Tenant's consent to or approval of any subsequent act.

17. ENTRY, INSPECTION AND CLOSURE. Upon at least twenty four (24) hours prior written notice to Tenant (and without notice in emergencies), Landlord and its authorized representatives may enter the Premises and Building at all reasonable times to determine whether the Premises are in good condition, to determine whether Tenant is complying with its obligations under this Lease, to perform any maintenance or repair of the Premises or the Building that Landlord has the right or obligation to perform, to serve, post or keep posted any notices required or allowed under the provisions of this Lease, to show the Premises to prospective brokers, agents, buyers, transferees, Mortgagees or tenants, or to do any other act or thing necessary for the safety or preservation of the Premises. Landlord shall conduct its activities under this Section in a manner that will minimize inconvenience to Tenant without incurring additional expense to Landlord. In no event shall Tenant be entitled to an abatement of rent on account of any entry by Landlord, and Landlord shall not be liable in any manner for any inconvenience, loss of business or other damage to Tenant or other persons arising out of Landlord's entry on the Premises in accordance with this Section. No action by Landlord pursuant to this paragraph shall constitute an eviction of Tenant, constructive or otherwise, entitle Tenant to an abatement of rent or to terminate this Lease or otherwise release Tenant from any of Tenant's obligations under this Lease.

18. SURRENDER AND HOLDING OVER.

18.1 Surrender. Upon the expiration or termination of this Lease, Tenant shall surrender the Premises and all Alterations to Landlord broom-clean and in their original condition, except for reasonable wear and tear, damage from casualty or condemnation and any changes resulting from approved Alterations; provided, however, that prior to the expiration or termination of this Lease Tenant shall remove all telephone and other cabling installed in the Building by Tenant and remove from the Premises all Tenant's personal property, Trade Fixtures and Alterations that Tenant has the right or is required by Landlord to remove under the provisions of this Lease, and repair any damage caused by such removal. If such removal is not completed before the expiration or termination of the Term, Landlord shall have the right (but no obligation) to remove the same, and Tenant shall pay Landlord on demand for all costs of removal and storage thereof and for the rental value of the Premises for the period from the end of the Term through the end of the time reasonably required for such removal. Landlord shall also have the right to retain or dispose of all or any portion of such property if Tenant does not pay all such costs and retrieve the property within ten (10) days after notice from Landlord (in which event title to all such property described in Landlord's notice shall be transferred to and vest in Landlord). Tenant waives all Claims against Landlord for any damage or loss to Tenant resulting from Landlord's removal, storage, retention, or disposition of any such property. Upon expiration or termination of this Lease or of Tenant's possession, whichever is earliest, Tenant shall surrender all keys to the Premises or any other part of the Building and shall deliver to Landlord all keys for or make known to Landlord the combination of locks on all safes, cabinets and vaults that may be located in the Premises. Tenant's obligations under this Section shall survive the expiration or termination of this Lease.

18.2 Holding Over. If Tenant (directly or through any Transferee or other successor-in-interest of Tenant) remains in possession of the Premises after the expiration or termination of this Lease, Tenant's continued possession shall be on the basis of a tenancy at the sufferance of Landlord. In such event, Tenant shall continue to comply with or perform all the terms and obligations of Tenant under this Lease, except that the monthly Base Rent during Tenant's holding over shall be one hundred fifty percent (150%) of the Base Rent payable in the last full month prior to such holding over. Acceptance by Landlord of rent after such termination shall not constitute a renewal of this Lease; and nothing contained in this provision shall be deemed to waive Landlord's right of re-entry or any other right hereunder or at law. Tenant shall indemnify, defend and hold Landlord harmless from and against all Claims arising or resulting directly or indirectly from Tenant's failure to timely surrender the Premises, including (i) any rent payable by or any loss, cost, or damages claimed by any prospective tenant of the Premises, and (ii) Landlord's damages as a result of such prospective tenant rescinding or refusing to enter into the prospective lease of the Premises by reason of such failure to timely surrender the Premises.

19. ENCUMBRANCES.

19.1 Subordination. This Lease and any rights of Tenant granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "Encumbrance"), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Tenant agrees that the holders of any such Encumbrance (in this Lease together referred to as "Mortgagee") shall have no liability or obligation to perform any of the obligations of Landlord under this Lease. Any Mortgagee may elect to have this Lease and/or rights of Tenant granted hereby superior to the lien of its Encumbrance by giving written notice thereof to Tenant, whereupon this Lease and such rights of Tenant shall be deemed prior to such Encumbrance, notwithstanding the relative dates of the documentation or recordation thereof.

19.2 Attornment. In the event that Landlord transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of an Encumbrance to which this Lease is subordinated (i) Tenant shall, subject to the non-disturbance provisions of Section 19.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of such new owner, this Lease shall automatically become a new Lease between Tenant and such new owner, upon all of the terms and conditions hereof, for the remainder of the term hereof, and (ii) Landlord shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Landlord's obligations hereunder, except that such new owner shall not: (a) be liable for any act or omission of any prior landlord or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which tenant might have against any prior landlord; (c) be bound by prepayment of more

than one month's rent, or (d) be liable for the return of any security deposit paid to any prior landlord. Tenant waives its right under any current or future law which gives or purports to give Tenant any right to terminate or otherwise adversely affect this Lease as a result of any sale of the Premises or the foreclosure or termination of any Encumbrance.

19.3 Non-Disturbance. With respect to Encumbrances entered into by Landlord after the execution of this Lease, Landlord shall use reasonable, good faith efforts to receive a commercially reasonable non-disturbance agreement (a "**Non-Disturbance Agreement**") from the Mortgagee which Non-Disturbance Agreement provides that Tenant's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Tenant is not in default hereof and attorns to the record owner of the Premises. Tenant acknowledges that the Non-Disturbance Agreement may contain the limitations on liability of the succeeding owner set forth in Section 19.2 above, and will be in the form that the Mortgagee typically provides tenants such as Tenant, taking into account the terms of this Lease, its creditworthiness of Tenant and such criteria as its Mortgagee customarily applies. Landlord shall have no obligation to negotiate the terms of the Non-Disturbance Agreement on Tenant's behalf, or to incur any legal fees or other out-of-pocket expenses in obtaining the Non-Disturbance Agreement.

19.4 Self-Executing. The agreements contained in this Section 19 shall be effective without the execution of any further documents; provided, however, that, upon written request from Landlord or a Mortgagee in connection with a sale, financing or refinancing of the Premises, Tenant shall, within ten (10) days after receipt of a written request, execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

19.5 Mortgagee Protection. Tenant agrees to give any Mortgagee, by registered mail, a copy of any notice of default served upon Landlord, provided that prior to such notice Tenant has been notified in writing (by way of notice of assignment of rents and leases, or otherwise) of the address of such Mortgagee. If Landlord shall have failed to cure such default within thirty (30) days from the effective date of such notice of default, then the Mortgagee shall have an additional thirty (30) days within which to cure such default or if such default cannot be cured within that time, then such additional time as may be necessary to cure such default (including the time necessary to foreclose or otherwise terminate its Encumbrance, if necessary to effect such cure), and this Lease shall not be terminated so long as such remedies are being diligently pursued.

20. ESTOPPEL CERTIFICATES AND FINANCIAL STATEMENTS.

20.1 Estoppel Certificates. Within ten (10) days after written request therefor, Tenant shall execute and deliver to Landlord, in a form provided by or satisfactory to Landlord, a certificate stating that this Lease is in full force and effect, describing any amendments or modifications hereto, acknowledging that this Lease is subordinate or prior, as the case may be, to any Encumbrance and stating any other information Landlord may reasonably request, including the Term, the monthly Base Rent, the date to which Rent has been paid, the amount of any Security Deposit or prepaid rent, whether either party hereto is in default under the terms of the Lease, and whether Landlord has completed its construction obligations hereunder (if any), and providing such other information concerning this Lease or the Premises as Landlord may reasonably request. Any person or entity purchasing, acquiring an interest in or extending financing with respect to the Premises shall be entitled to rely upon any such certificate. If Tenant fails to deliver such certificate within ten (10) days after Landlord's second written request therefor, Tenant shall be liable to Landlord for any damages incurred by Landlord including any profits or other benefits from any financing of the Premises or any interest therein which are lost or made unavailable as a result, directly or indirectly, of Tenant's failure or refusal to timely execute or deliver such estoppel certificate.

20.2 Financial Statements. Throughout the Term of this Lease, upon request by Landlord, not more than once a year, Tenant shall deliver to Landlord a copy of the financial statements for Tenant and any Guarantor (including at least a year end balance sheet and a statement of profit and loss) for each of the three most recently completed years, prepared in accordance with generally accepted accounting principles (and, if such is Tenant's and/or Guarantor's normal practice, audited by an independent certified public accountant), all then available subsequent interim statements, and such other financial information as may reasonably be requested by Landlord or required by any Mortgagee.

21. **NOTICES GENERALLY.** Any notice, demand, request, consent or approval that either party desires or is required to give to the other party under this Lease shall be in writing and shall be served personally, delivered by messenger or courier service, or sent by U.S. certified mail, return receipt requested, postage prepaid, addressed to the other party at the party's address for notices set forth in the Basic Lease Information. Notices delivered personally or by certified mail, return receipt requested, will be effective immediately upon receipt (or refusal of delivery or receipt); notices sent by independent messenger or courier service will be effective one (1) business day after acceptance by the independent service for delivery. Either party may change its address for notices hereunder by a notice to the other party complying with this Section. If Tenant sublets the Premises, notices from Landlord shall be effective on the subtenant when given to Tenant pursuant to this Section. Notwithstanding any provision of this Lease to the contrary, if this Lease (or any rider, addendum or subsequent amendment hereto) grants Tenant any option to extend or renew the Term, or to expand the Premises, or lease or purchase any property owned by Landlord, the exercise of such option shall be valid only if Landlord actually receives written notice thereof from Tenant by the date that such option expires.

22. **ATTORNEYS' FEES.**

22.1 Disputes between Landlord and Tenant. In the event of any litigation or arbitration regarding any rights and obligations under this Lease, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs in addition to any other relief which may be granted. The **"Prevailing Party"** shall mean the party receiving substantially the relief desired, whether by settlement, dismissal, summary judgment, judgment, or otherwise.

22.2 Other Litigation. If Landlord, without fault on Landlord's part, is made a party to any litigation instituted by Tenant or by any third party against Tenant, or by or against any Transferee or other occupant of the Premises or otherwise arising out of or resulting from any act or transaction of Tenant or of any such Transferee or occupant, Tenant shall hold Landlord harmless from any judgment rendered against Landlord or the Premises or any part thereof, and reimburse Landlord upon demand for all costs and expenses, including reasonable attorneys' fees, incurred by Landlord in or in connection with such litigation.

23. **QUIET POSSESSION.** Subject to Tenant's full and timely performance of all of Tenant's obligations under this Lease and subject to the terms of this Lease, including Section 19 - *Encumbrances*, Tenant shall have the quiet possession of the Premises throughout the Term as against any persons or entities lawfully claiming by, through or under Landlord.

24. **SECURITY MEASURES.** Tenant acknowledges that the rent payable by Tenant under this Lease does not include the cost of guard service or other security measures, and Landlord shall have no obligation to provide the same. Landlord, its agents and employees shall have no liability to Tenant or its Representatives or Visitors for the implementation or exercise of, or the failure to implement or exercise, any such security measures or for any resulting disturbance of Tenant's use or enjoyment of the Premises.

25. **FORCE MAJEURE.** If Landlord is delayed, interrupted or prevented from performing any of its obligations under this Lease, and such delay, interruption or prevention is due to fire, act of God, governmental act or failure to act, labor dispute, unavailability of materials or any cause outside the reasonable control of Landlord, then the time for performance of the affected obligations of Landlord shall be extended for a period equivalent to the period of such delay, interruption or prevention.

26. **LANDLORD'S LIABILITY.** The term "Landlord," as used in this Lease, shall mean only the owner or owners of the Premises at the time in question. In the event of any conveyance of title to the Premises, then from and after the date of such conveyance, the transferor Landlord shall be relieved of all liability with respect to Landlord's obligations to be performed under this Lease after the date of such conveyance. Notwithstanding any other term or provision of this Lease, the liability of Landlord for its obligations under this Lease is limited solely to Landlord's interest in the Premises as the same may from time to time be encumbered, and no personal liability shall at any time be asserted or enforceable against any other assets of Landlord or against Landlord's partners or members or its or their respective partners, trustees, shareholders, members, directors, officers or managers on account of any of Landlord's obligations or actions under this Lease.

27. CONSENTS AND APPROVALS.

27.1 Determination in Good Faith. Wherever the consent, approval, judgment or determination of Landlord is required or permitted under this Lease and no express standard is specified (e.g., "reasonableness"), Landlord shall exercise Landlord's business judgment in good faith in granting or withholding such consent or approval or in making such judgment or determination. If it is determined that Landlord failed to give its consent where it was required to do so under this Lease, Tenant shall be entitled to injunctive relief but shall not be entitled to monetary damages or to terminate this Lease for such failure. Without limiting the generality of the foregoing, if Tenant claims that Landlord has unreasonably withheld or delayed its consent under Section 13 of this Lease with respect to any proposed Transfer, Tenant's sole remedy shall be an injunction for the relief sought, and Tenant waives the benefit of the remedies provided under Civil Code section 1995.310, and any similar or successor statute, judicial decision or other law that purports to allow Tenant to terminate this Lease or to seek damages under such circumstances.

27.2 No Liability Imposed on Landlord. The review and/or approval by Landlord of any item or matter to be reviewed or approved by Landlord under the terms of this Lease shall not impose upon Landlord any liability for the accuracy or sufficiency of any such item or matter or the quality or suitability of such item for its intended use. Any such review or approval is for the sole purpose of protecting Landlord's interest in the Premises, and no third parties, including Tenant or the Representatives or Visitors of Tenant or any person or entity claiming by, through or under Tenant, shall have any rights as a consequence thereof.

28. **BROKERS.** Each of Landlord and Tenant warrants and represents to the other that in the negotiating or making of this Lease such representing party nor anyone acting on its behalf has dealt with any broker or finder who might be entitled to a fee or commission for this Lease other than the Broker. Each of Landlord and Tenant shall indemnify and hold the other harmless from any claim or claims, including costs, expenses and attorney's fees incurred by the other asserted by any other broker or finder for a fee or commission based upon any dealings with or statements made the representing party or its Representatives.

29. **ENTIRE AGREEMENT.** This Lease constitutes the entire agreement between Landlord and Tenant with respect to the leasing of the Premises by Tenant, and supersede all prior or contemporaneous agreements, understandings, proposals and other representations by or between Landlord and Tenant, whether written or oral. Neither Landlord nor Landlord's agents have made any representations or warranties with respect to the Premises or this Lease except as expressly set forth herein, and no rights, easements or licenses shall be acquired by Tenant by implication or otherwise unless expressly set forth herein. The submission of this Lease for examination does not constitute an option for the Premises and this Lease shall become effective as a binding agreement only upon execution and delivery thereof by Landlord to Tenant.

30. **MISCELLANEOUS.** This Lease may not be amended or modified except by a writing signed by Landlord and Tenant. Subject to Section 13 - *Assignment and Subletting* and Section 26 - *Landlord's Liability*, this Lease shall be binding on and shall inure to the benefit of the parties and their respective successors, assigns and legal representatives. The determination that any provisions hereof may be void, invalid, illegal or unenforceable shall not impair any other provisions hereof and all such other provisions of this Lease shall remain in full force and effect. The unenforceability, invalidity or illegality of any provision of this Lease under particular circumstances shall not render unenforceable, invalid or illegal other provisions of this Lease, or the same provisions under other circumstances. This Lease shall be construed and interpreted in accordance with the laws (excluding conflict of laws principles) of the State in which the Building is located. The provisions of this Lease shall be construed in accordance with the fair meaning of the language used and shall not be strictly construed against either party. When required by the context of this Lease, the singular includes the plural. Wherever the term "including" is used in this Lease, it shall be interpreted as meaning "including, but not limited to" the matter or matters thereafter enumerated. The captions contained in this Lease are for purposes of convenience only and are not to be used to interpret or construe this Lease. If more than one person or entity is identified as Tenant hereunder, the obligations of each and all of them under this Lease shall be joint and several. Time is of the essence with respect to this Lease, except as to the conditions relating to the delivery of possession of the Premises to Tenant. Neither Landlord nor Tenant shall record this Lease.

31. **INDEPENDENT COVENANTS.** This Lease shall be construed as though the covenants of Tenant are independent and not dependent and Tenant hereby expressly waives the benefit of any statute to the contrary and agrees that if Landlord fails to perform its obligations set forth herein, Tenant shall not be entitled to make any repairs or perform any acts hereunder at Landlord's expense or to any setoff of the rent or other amounts owing hereunder against Landlord; provided, however, that the foregoing shall in no way impair the right of Tenant to commence a separate action against Landlord for any violation by Landlord of the provisions hereof.

32. **MUTUAL REPRESENTATION OF AUTHORITY.** Landlord and Tenant represent and warrant to each other that they have full right, power and authority to enter into this Lease without the consent or approval of any other entity or person and make these representations knowing that the other party will rely thereon. The signatory on behalf of Landlord and Tenant further represent and warrant that they have full right, power and authority to act for and on behalf of Landlord and Tenant in entering into this Lease.

33. **SIGNS.** All signs must comply with all applicable laws.

IN WITNESS WHEREOF, Landlord and Tenant have entered into this Lease as of the date first above written.

LANDLORD:

PACIFIC COLLEGIATE FOUNDATION, a California
nonprofit public benefit corporation

By: _____
Thomas D. Morell

Its: President

Date: _____

TENANT:

PACIFIC COLLEGIATE SCHOOL, a California
nonprofit public benefit corporation

By: _____
Peter Rode

Its: President

Date: _____

EXHIBIT A

ATTACHED TO AND FORMING A PART OF
NET LEASE AGREEMENT
DATED AS OF MAY 15, 2015, BETWEEN
PACIFIC COLLEGIATE FOUNDATION,
AS LANDLORD,
AND
PACIFIC COLLEGIATE SCHOOL
AS TENANT
(the "LEASE")

CONSTRUCTION RIDER

This Construction Rider shall set forth the terms and conditions relating to the construction of the tenant improvements in the Premises. This Construction Rider is essentially organized chronologically and addresses the issues of the construction of the Premises, in sequence, as such issues will arise during the actual construction of the Premises. All capitalized terms used but not defined herein shall have the meanings given such terms in the Lease. All references in this Construction Rider to Articles or Sections of "the Lease" shall mean the relevant portion of the Office Lease Agreement to which this Construction Rider is attached as Exhibit A and of which this Construction Rider forms a part, and all references in this Construction Rider to Sections of "this Construction Rider" shall mean the relevant portion of this Construction Rider.

SECTION 1

LANDLORD'S INITIAL CONSTRUCTION IN THE PREMISES

1.1 Original Building Acquired by Landlord. On or about March 27, 2014, Landlord acquired the real property and improvements located at 3004 Mission Street, a portion of which was at that time configured for and occupied by a fitness club and an office tenant and portions of which were vacant (as acquired the "Original Building").

SECTION 2

PERMITS AND CONSTRUCTION DRAWINGS

2.1 Permits. On July 22, 2014, Landlord obtained a Planned Development Permit permitting Tenant's school occupancy use, based upon preliminary plans submitted to the City of Santa Cruz. Based upon the logical extension and development of those preliminary plans, Landlord subsequently submitted drawings prepared by Studio Bondy Architects (the "Architect") with Tenant's approval to the City of Santa Cruz pursuant to which Landlord obtained the applicable building permits necessary to allow Contractor to commence and fully complete the construction of the Tenant Improvements (the "Permits").

2.2 Drawings Prepared By Architect. Architect has prepared certain Final Construction Specifications as supplemented by drawings prepared by consulting structural and mechanical engineers, showing the Premises to be constructed by Landlord. The most current plan set reflecting the approved construction drawings is referred to as the Studio Bondy Architects, V.E. Set for Construction, dated December 5, 2014, as modified by written change orders thereto as of the date hereof ("Final Construction Specifications").

SECTION 3

CONSTRUCTION OF THE TENANT IMPROVEMENTS

3.1 Tenant Improvements. Landlord shall, at Landlord's expense, construct the tenant improvements (the "Tenant Improvements") based upon the approved Final Construction Specifications described above.

3.2 Contractor. Bogard Construction, Inc. ("**Contractor**") has been retained by Landlord to construct the Tenant Improvements at Landlord's expense.

3.3 FF&E Purchased or Owned By Tenant. Certain furnitures, fixtures, and equipment shall be acquired and installed in the Premises by Tenant. As a part of the fitting out of the Premises by Tenant, Landlord has agreed to acquire cabinetry, countertops, science equipment, fencing, and miscellaneous other items of such "**FF&E**" for Tenant ("**Tenant's FF&E**") for installation by the Contractor during the course of the Tenant Improvements. Notwithstanding that Landlord may order such cabinets and other items of Tenant's FF&E on Tenant's behalf, Tenant's FF&E are not an element of the Tenant Improvements, and ownership of Tenant's FF&E shall at all times be vested in Tenant, and Landlord does hereby transfer and set over unto Tenant all interest whatsoever in Tenant's FF&E, which shall be owned by Tenant. Tenant shall pay the full cost of Tenant's FF&E to Landlord concurrently with the mutual execution of this Lease. Tenant currently owns and operates a modular school building customized by Tenant for music instruction ("**Tenant's Music Classroom**"). Tenant plans to relocate Tenant's Music Classroom to a location at the Premises prepared for such use by Landlord as part of the Final Construction Specifications. Tenant shall at all times retain sole ownership of the Tenant's Music Classroom regardless of its installation and/or affixation to the Premises. Tenant shall bear the cost of delivering Tenant's Music Classroom to the Premises and shall bear the cost (if any) of repairs required by Tenant's removal, transport, and installation.

3.4 Substantial Completion. The Tenant Improvements shall be deemed to be "**Substantially Completed**" when they have been completed in accordance with the Final Construction Specifications except for finishing details, minor omissions, decorations and mechanical adjustments of the type normally found on an architectural "punch list". (The definition of Substantially Completed shall also define the terms "**Substantial Completion**" and "**Substantially Complete**.") Following Substantial Completion of the Tenant Improvements and before Tenant takes possession of the Premises, Landlord and Tenant shall inspect the Premises and jointly prepare a "punch list" of agreed items of construction remaining to be completed. Landlord shall complete the items set forth in the punch list as soon as reasonably possible. Tenant shall cooperate with and accommodate Landlord and its workers in completing the items on the punch list. Final approval and acceptance by Tenant will require Landlord's delivery of a Certificate of Occupancy (or its local equivalent) from the City of Santa Cruz ("**CofO**").

3.5 Delivery of Premises. Upon Substantial Completion of the Tenant Improvements, Landlord shall deliver possession of the Premises to Tenant, accompanied by a CofO. If Landlord has not Substantially Completed the Tenant Improvements and tendered possession of the Premises to Tenant on or before the Scheduled Commencement Date specified in Section 2 of the Lease, or if Landlord is unable for any other reason to deliver possession of the Premises to Tenant on or before such date, neither Landlord nor its representatives shall be liable to Tenant for any damage resulting from the delay in completing such construction obligations and/or delivering possession to Tenant and the Lease shall remain in full force and effect unless and until it is terminated under the express provisions of this Paragraph. If any delays in Substantially Completing the Tenant Improvements are attributable to Tenant Delays (as defined in Section 5 of this Construction Rider), then the Premises shall be deemed to have been Substantially Completed and delivered to Tenant on the date on which Landlord could have Substantially Completed the Premises and tendered the Premises to Tenant but for such Tenant Delays.

SECTION 4 **MISCELLANEOUS**

4.1 Tenant's Entry into the Premises Prior to Substantial Completion. Provided that Tenant and its agents do not interfere with Contractor's work in the Building and the Premises, Contractor shall allow Tenant access to the Premises prior to the Substantial Completion of the Premises (but if such access is to be prior to the issuance of the Temporary Certificate of Occupancy for the Building, then such access shall be only as allowed by the City of Santa Cruz) for the purpose of Tenant installing equipment or fixtures (including Tenant's data and telephone equipment) in the Premises. Prior to Tenant's entry into the Premises as permitted by the terms of this Section 6.1, Tenant shall submit a schedule to Landlord and Contractor, for their approval, which schedule shall detail the timing and purpose of Tenant's entry, and Tenant shall provide evidence reasonably satisfactory to Landlord that Tenant's insurance, as described in Section 10.1 - *Tenant's Insurance* of the Lease, shall be in effect as of the time of such entry. Such permission may be revoked at any time upon twenty-four (24) hours' notice, and

Tenant and its Representatives shall not interfere with Landlord or Landlord's contractor in completing the Building or the Tenant Improvements. Tenant shall hold Landlord harmless from and indemnify, protect and defend Landlord against any loss or damage to the Building or Premises and against injury to any persons caused by Tenant's actions pursuant to this Section 4.1.

4.2 Tenant's Representative. Tenant has designated Pete Rode as its sole representative with respect to the matters set forth in this Construction Rider, who, until further notice to Landlord, shall have full authority and responsibility to act on behalf of the Tenant as required in this Construction Rider.

4.3 Landlord's Representative. Landlord has designated Thomas Morell as its sole representative with respect to the matters set forth in this Construction Rider, who, until further notice to Tenant, shall have full authority and responsibility to act on behalf of the Landlord as required in this Construction Rider.

FIRST AMENDMENT TO LEASE

This First Amendment to Lease (this "**Amendment**"), is entered into to be effective as of November 10, 2015 (the "**Effective Date**"), by and between Pacific Collegiate Foundation, a California nonprofit public benefit corporation ("**Landlord**"), and Pacific Collegiate School, a California nonprofit public benefit corporation ("**Tenant**").

Recitals

A. Landlord and Tenant entered into that Net Lease Agreement dated for reference purposes as of April 1, 2015 ("**Lease**"), for land, a Building, and other improvements located at and commonly known as 3004 Mission Street, Santa Cruz, California (the "**Premises**").

B. Landlord has completed the reconstruction of the Building and the Premises contemplated by the Lease, to meet Tenant's requirements and otherwise pursuant to Exhibit A to the Lease. Landlord received a Temporary Certificate of Occupancy from the City of Santa Cruz ("**City**") on November 6, 2015, and delivered possession of the Premises to Tenant on that date. Tenant commenced its actual school operations on November 10, 2015. Landlord has full permit sign-off and has received a Certificate of Occupancy from the City effective as of November 23, 2015.

C. Landlord is currently pursuing a long term financing arrangement which will establish the initial Base Rent under the Lease pursuant to Section 3.1(a) of the Lease, but has not yet concluded those arrangements, and accordingly Landlord and Tenant wish to establish a reasonable rental rate to govern the interim period prior to establishing such rate.

Amendment

Landlord and Tenant hereby agree to amend the Lease as follows:

1. Commencement Date and Term. Landlord and Tenant agree that the "Commencement Date" as that term is used in the Lease shall be November 10, 2015.

2. Interim Arrangements for Payment of Base Rent. Commencing on the Commencement Date, Tenant shall pay Base Rent on a per diem basis, in the amount of Nine Hundred Fifty Nine and 38/100 Dollars (\$959.38) per day, payable in arrears on the last day of each month. From and after Landlord's completion of long term financing arrangements, however, this interim per diem rent arrangement shall terminate, and provisions of Section 3.1(a) of the Lease shall apply without modification. In addition, the reference to "December 31, 2015," in Section 3.1(b) of the Lease is deleted and replaced with a reference to May 31, 2016.

3. Same Terms and Conditions. Except as otherwise set forth in this Amendment to the contrary, Tenant's leasing of the Premises shall be upon the same terms and conditions set forth in the Lease, and all of Tenant's and Landlord's other obligations under the Lease shall remain in full force and effect.

4. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5. Capitalized Terms. Capitalized terms used in this Amendment without definition shall have the same meanings given to such terms in the Lease.

6. Ratification and Affirmation. The Lease, as modified by this Amendment, is hereby ratified and affirmed and shall continue in full force and effect. From and after the date of this Amendment, all references to the "Lease" shall mean the Lease, as modified by this Amendment.

LANDLORD:

PACIFIC COLLEGIATE FOUNDATION,
a California nonprofit public benefit corporation

By: _____
Name: Thomas D. Morell
Title: President

TENANT:

PACIFIC COLLEGIATE SCHOOL,
a California nonprofit public benefit corporation

By: _____
Name: Connie Smith
Title: Board President

SECOND AMENDMENT TO LEASE

This Second Amendment to Lease (this "**Amendment**"), is entered into to be effective as of August 1, 2016 (the "**Effective Date**"), by and between Pacific Collegiate Foundation, a California nonprofit public benefit corporation ("**Landlord**"), and Pacific Collegiate School, a California nonprofit public benefit corporation ("**Tenant**").

Recitals

A. Landlord and Tenant entered into that Net Lease Agreement dated for reference purposes as of April 1, 2015 ("**Original Lease**"), for land, a Building, and other improvements located at and commonly known as 3004 Mission Street, Santa Cruz, California (the "**Premises**"). The Original Lease was amended by that certain First Amendment to Lease dated as of November 10, 2015, and as amended is referred to in this Second Amendment as the "**Lease**."

B. The Lease contemplates that (subject to a maximum amount of Five Hundred Thousand Dollars (\$500,000) per annum), the Base Rent payable by Tenant to Landlord will reflect the costs of financing the total costs of acquiring the Premises, and constructing the Premises for Tenant's use. For clarity, such rent is referred to in this Amendment as the "**Financing Rent**" instead of the "**Base Rent**."

C. On August 4, 2016, Landlord entered into a long term financing arrangement to refinance the costs of constructing the Premises for Tenant's use, pursuant to which Landlord requested that the California Statewide Communities Development Authority (the "**Issuer**"), issue its \$6,750,000 Variable Rate Demand Revenue Bonds (Pacific Collegiate Foundation) Series 2016 (the "**Bonds**"). In order to provide for the authentication and delivery of the Bonds, to establish and declare the terms and conditions upon which the Bonds were issued and to secure the payment of the principal thereof and of the interest thereon, the Issuer entered into an Indenture (the "**Indenture**"), dated as of August 1, 2016, by and between the Issuer and The Bank of New York Mellon Trust Company, as trustee (the "**Trustee**"). Pursuant to the Indenture, the Trustee disbursed of the proceeds of the Bonds according to the terms more specifically set forth in the Indenture and in the Loan Agreement (the "**Loan Agreement**"), dated as of August 1, 2016, by and between the Issuer and Landlord. In connection with the issuance of the Bonds, the Indenture, and the related instruments, Comerica Bank ("**Comerica**") issued in favor of the Trustee, for the account of Landlord, an irrevocable direct pay letter of credit ("**Letter of Credit**") in an initial Stated Amount of \$6,825,453.00, which Letter of Credit is to be available to be drawn upon to provide funds for the payment of principal and interest on the Bonds when due and payable. Pursuant to that certain Reimbursement Agreement ("**Reimbursement Agreement**"), dated as of August 1, 2016, Landlord (as the "**Borrower**") has an ongoing obligation to pay a Letter of Credit Fee to Comerica, as well as other fees and expenses associated therewith. Landlord concurrently entered into an ISDA Master Agreement, with Schedule and Confirmation, with Comerica (collectively, the "**Swap Contract**") providing for Landlord to pay a fixed rate of interest to Comerica in substitution for receiving payments at a variable rate intended to reflect a suitable basis of comparison to the interest rate payable on the Bonds.

D. As contemplated above, such costs of the Bond Financing, including the amounts due to Comerica under the Reimbursement Agreement and the Swap Contract, are referred to in this Amendment as the "**Financing Rent**" generally, or the "**Annual Financing Rent**," when referring

to the Financing Rent for each period during the Term commencing on any August 1 and continuing through July 31 of the next following year. Any period from August 1 through July 31 is similarly referred to in this Amendment as a "Financing Year."

E. As one of the terms of the financing transaction described above, Tenant was required to prepay the full amount of the annual Letter of Credit Fee owed to Comerica, in the amount of One Hundred Forty Five Thousand (\$145,297) which constitutes a significant proportion of the annual Financing Rent for the first year, and accordingly, the monthly estimate amount for the first year is correspondingly lower in that amount than it will be in future years.

F. At this time Landlord and Tenant wish to establish a regular monthly rental rate structure based upon the anticipated amounts payable by Landlord as Financing Rent, and also to provide for annual confirmation and settlement of the total annual rent on an annual basis following each Financing Year.

Amendment

Landlord and Tenant hereby agree to amend the Lease as follows:

1. Monthly Financing Rent. Commencing on August 1, 2016, and continuing through July 31, 2017, Tenant shall pay Financing Rent in the amount of Twenty Thousand Three Hundred Sixty Four Dollars (\$20,364.00) per month, payable on the first day of each month. Commencing on August 1, 2017, the Financing Rent is anticipated to adjust to approximately Thirty One Thousand Six Hundred Nineteen and 25/100 Dollars (\$31,619.25) per month, as provided below in Section 2, as the annual Letter of Credit fee will not be prepaid in advance.

2. Annual Reconciliation of Financing Rent.

(a) Rent Generally.

(1) Prior to the end of each Financing Year, Landlord shall notify Tenant of Landlord's estimate of the Annual Financing Rent for the following Financing Year. Commencing on the first day of the Financing Year and continuing on the first day of every month thereafter in such year, Tenant shall pay to Landlord one-twelfth (1/12th) of the estimated Financing Costs. If Landlord thereafter estimates that Financing Rent for such year will vary from Landlord's prior estimate, Landlord may, by notice to Tenant, revise the estimate for such year (and Financing Rent shall thereafter be payable based on the revised estimate).

(2) As soon as reasonably practicable after the end of each Financing Year, Landlord shall furnish Tenant a statement (the "Statement") with respect to such year, showing the Financing Costs for that year, and the total payments made by Tenant with respect thereto. If Tenant disputes the amount of Financing Rent stated in the Statement, Tenant may, at Tenant's own cost and expense, designate, within ninety (90) days after receipt of that Statement, an independent certified public accountant to inspect Landlord's records. Tenant must give reasonable notice to Landlord of the request for inspection, and the inspection must be conducted in a reasonable location and at a reasonable time or times. If, after that inspection, Tenant still disputes the Financing Rent, a certification of the proper amount shall be made, at Tenant's expense, by Landlord's independent certified public accountant. That certification shall be final and conclusive.

Any objection of Tenant to the Statement and resolution of any dispute shall not postpone the time for payment of any amounts due Tenant or Landlord based on the Statement, nor shall any failure of Landlord to deliver the Statement in a timely manner relieve Tenant of Tenant's obligation to pay any amounts due Landlord based on the Statement.

(3) If Tenant's Financing Rent as finally determined for the year exceeds the total payments made by Tenant on account thereof, Tenant shall pay Landlord the deficiency within thirty (30) days of Tenant's receipt of Landlord's statement. If the total payments made by Tenant on account thereof exceed Tenant's Financing Rent as finally determined for the year, Tenant's excess payment shall be credited toward the Financing Rent next due from Tenant under this Lease, unless such excess is more than Ten Thousand and No/100ths Dollars (\$10,000.00), in which event such excess shall be refunded to Tenant.

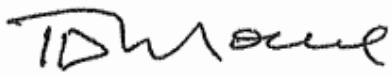
3. Same Terms and Conditions. Except as otherwise set forth in this Amendment to the contrary, Tenant's leasing of the Premises shall be upon the same terms and conditions set forth in the Lease, and all of Tenant's and Landlord's other obligations under the Lease shall remain in full force and effect. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

4. Capitalized Terms. Capitalized terms used in this Amendment without definition shall have the same meanings given to such terms in the Lease.

5. Ratification and Affirmation. The Lease, as modified by this Amendment, is hereby ratified and affirmed and shall continue in full force and effect. From and after the date of this Amendment, all references to the "Lease" shall mean the Lease, as modified by this Amendment.

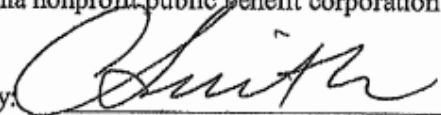
LANDLORD:

PACIFIC COLLEGIATE FOUNDATION,
a California nonprofit public benefit corporation

By: 
Name: Thomas D. Morell
Title: President

TENANT:

PACIFIC COLLEGIATE SCHOOL,
a California nonprofit public benefit corporation

By: 
Name: Connie Smith
Title: Board President

THIRD AMENDMENT TO LEASE

This Third Amendment to Lease (this “**Third Amendment**”), is entered into to be effective as of June 15th, 2018 (the “**Effective Date**”), by and between Pacific Collegiate Foundation, a California nonprofit public benefit corporation (“**Landlord**”), and Pacific Collegiate School, a California nonprofit public benefit corporation (“**Tenant**”).

Recitals

A. Landlord and Tenant entered into that Net Lease Agreement dated for reference purposes as of April 1, 2015 (“**Original Lease**”), for land, a Building, and other improvements located at and commonly known as 3004 Mission Street, Santa Cruz, California (the “**Premises**”). The Original Lease was amended by that certain First Amendment to Lease dated as of November 10, 2015 and by that certain Second Amendment to Lease dated as of August 1, 2016 (“**Second Amendment**”), and as so amended is referred to in this Third Amendment as the “**Lease**.”

B. The Lease contemplates that (subject to a maximum amount of Five Hundred Thousand Dollars (\$500,000) per annum), the Base Rent payable by Tenant to Landlord will reflect the costs of financing the total costs of acquiring the Premises, and constructing the Premises for Tenant’s use.

C. The current Lease Term extends to the last day of the one hundred twentieth (120th) full calendar month following the Commencement Date. The Landlord now wishes to amend the lease to include, at the end of the initial one hundred and twenty month Term, the right for Tenant to extend the Lease Term for an additional one hundred twenty (120) full calendar months.

D. The Second Amendment, amended the Original Lease to add language defining the rights and obligations by both parties pursuant to the “Annual Reconciliation of Financing Rent”. This Third Amendment is intended to eliminate certain language relating to the repayment of deficiencies and resolving issues associated with overpayments.

E. In addition, the Second Amendment defined the “Financing Year” to be the 12 month period of time between August 1st of every calendar year through July 31st of the subsequent year. In order to resolve the inherent conflict between public school accounting schedules and the Financing Year listed in the Second Amendment, this Third Amendment alters the Financing Year to instead run between July 1st of every year thru June 30th of the following year.

Amendment

Landlord and Tenant hereby agree to amend the Lease as follows:

1. Option to Extend. The Landlord hereby grants the Tenant an option to extend the Expiration Date of the lease by up to 10 years in any increment desired by Tenant, such option to be exercised in writing by tenant at any time during the current term of the Lease, but not less than 6 months prior to the current Expiration Date of the Lease. Upon exercise of this Option to Extend, the

applicable rent shall still continue to be the lesser of the Base Rent as so defined and \$500,000 per annum.

2. Annual Reconciliation of Financing Rent.

(a) Rent Generally

(1) Prior to April 1st of each Financing Year, Landlord shall notify Tenant of Landlord's estimate of the Annual Financing Rent for the following Financing Year. Commencing on the first day of the Financing Year and continuing on the first day of every month thereafter in such year, Tenant shall pay to Landlord one-twelfth (1/12th) of the estimated Financing Costs. If Landlord thereafter estimates that Financing Rent for such year will vary from Landlord's prior estimate, Landlord may, by notice to Tenant, revise the estimate for such year (and Financing Rent shall thereafter be payable based on revised estimate).

(2) As soon as reasonably practicable after the end of each Financing Year, Landlord shall furnish Tenant a statement ("**Statement**") with respect to such year, showing the Financing Costs for that year, and the total payments made by Tenant with respect thereto. If Tenant disputes the amount of Financing Rent stated in the Statement, Tenant may, at Tenant's own cost and expense, designate, within ninety (90) days after receipt of that Statement, an independent certified public accountant to inspect Landlord's records. Tenant must give reasonable notice to the Landlord of the request for inspection, and the inspection must be conducted in a reasonable location and at a reasonable time or times. If, after the inspection, Tenant still disputes the Financing Rent, a certification of the proper amount shall be made, at Tenant's expense, by Landlord's independent certified public accountant. This certification shall be final and conclusive. Any objection of Tenant to the Statement and resolution of any dispute shall not postpone the time for payment of any amounts due Tenant or Landlord based on the Statement, nor shall any failure of Landlord to deliver the Statement in a timely manner relieve Tenant of Tenant's obligation to pay any amounts due Landlord based on the Statement.

(3) If Tenant's Financing Rent as finally determined for the Financing Year exceeds the total payments made by the Tenant on account thereof, Tenant shall pay Landlord the deficiency within thirty (30) days of Tenant's receipt of Landlord's statement. If the total payments made by Tenant on account thereof exceed Tenant's Financing rent for the Financing Year, Tenant's excess payment shall be credited towards the Financing Rent next due from the Tenant pursuant to the Lease for the subsequent Financing Year.

3. Financing Year. The "Financing Year" as used in the Lease shall be the twelve (12) consecutive month period of time starting on July 1st and running through June 30th of the subsequent year.

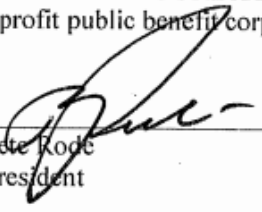
4. Same Terms and Conditions. Except as otherwise set forth in this Third Amendment to the contrary, Tenant's leasing of the Premises shall be upon the same terms and conditions set forth in the Lease, and all of Tenant's and Landlord's other obligations under the Lease shall remain in full force and effect. This Third Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5. Capitalized Terms. Capitalized terms used in this Third Amendment without definition shall have the same meanings given to such terms in the Lease.

6. Ratification and Affirmation. The Lease, as modified by this Third Amendment, is hereby ratified and affirmed and shall continue in full force and effect. From and after the date of this Third Amendment, all references to the "Lease" shall mean the Lease, as modified by this Third Amendment.

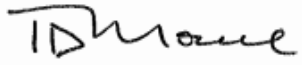
LANDLORD:

PACIFIC COLLEGIATE FOUNDATION,
a California nonprofit public benefit corporation

By: 
Name: Pete Rode
Title: President

TENANT:

PACIFIC COLLEGIATE SCHOOL,
a California nonprofit public benefit corporation

By: 
Name: Thomas D. Morell
Title: Board President

APPENDIX N: BUDGET, CASH FLOW, AND FINANCIAL PROJECTIONS



Budget Assumptions for: 2019-2020

REVENUE:

#8011-State Aid: Projecting 546 students at a 96% attendance rate.

#8012-EPA: Projected at \$126k.

#8096-In Lieu Property taxes: Projected at 2018-19 rate.

#8181-Special Education Federal Revenue: Projecting at \$36k.

#8550-Other State Revenue/Mandated Costs: Projecting \$33.5k.

#8560-Other State Revenue/Lottery: Projecting \$107k.

#8792-Special Education Revenue: Spec. Ed funds projected at \$287k.

#8674-Other Local Revenue/AFD: Projecting \$775k.

#8674-Other contributions: Interest revenue, anonymous donation of \$50k.

EXPENSES:

#1000-Certificated Salaries: Reflective of \$164.7 for base raises.

#2000-Classified Salaries: Reflective of \$26.5k for base raises.

#3000-Benefits: Reflective of any and all changes in certificated and classified salaries (CalPERS employer contribution increased to 19.721%, 15% increase to medical benefits, CalSTRS employer contribution increase to 17.1%).

#4000-Books and Supplies: Projected higher based on increase in student numbers.

#5000-Services and Other Operating Expenditures: Decrease due to fewer one-time expenses compared to 2018-19.

#6000-Capital Outlay: Depreciation expense at \$204k.

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Budget Assumptions for: 2020-2021

REVENUE:

#8011-State Aid: Projecting 546 students at a 96% attendance rate.

#8012-EPA: Projected at \$104.8k.

#8096-In Lieu Property taxes: Projected at 2018-19 rate.

#8181-Special Education Federal Revenue: Projected at 2019-20 rate.

#8550-Other State Revenue/Mandated Costs: Projected at 2019-20 rate.

#8560-Other State Revenue/Lottery: Projected at 2019-20 rate.

#8792-Special Education Revenue: Projected at 2019-20 rate.

#8674-Other Local Revenue/AFD: Projecting \$775k.

#8674-Other contributions: Projected at 2019-20 rate.

EXPENSES:

#1000-Certificated Salaries: Reflective of \$57.5k for base rises.

#2000-Classified Salaries: Reflective of \$11.1k for base raises

#3000-Benefits: Reflective of any and all changes in certificated and classified salaries (CalPERS employer contribution increased to 22.7%, 10% increase to medical benefits, CalSTRS employer contribution increase to 18.4%).

#4000-Books and Supplies: Projected on 2019-20 expenses.

#5000-Services and Other Operating Expenditures:

- Increase due to services based on percentage of income received (management fees, county oversight) and increase in liability insurance.
- Anticipated decrease in legal expenses.

#6000-Capital Outlay: Depreciation expense at \$204k.



<p>Budget Assumptions for: 2021-2022</p>
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REVENUE:

#8011-State Aid: Projecting 571 students at a 96% attendance rate. Student breakdown: Grade 6 = 25; Grades 7-8 = 184; Grades 9-12 = 362.

#8012-EPA: Projected at \$323k.

#8096-In Lieu Property taxes: Projected at 2018-19 rate.

#8181-Special Education Federal Revenue: Projected at 2019-20 rate.

#8550-Other State Revenue/Mandated Costs: Projected at 2019-20 rate.

#8560-Other State Revenue/Lottery: Projected at 2019-20 rate.

#8792-Special Education Revenue: Projected at 2019-20 rate.

#8674-Other Local Revenue/AFD: Projecting \$775k.

#8674-Other contributions: Projected at 2019-20 rate.

EXPENSES:

#1000-Certificated Salaries: Reflective of \$58.7k for base rises and \$65k for 1 FTE additional teacher for 6th grade.

#2000-Classified Salaries: Reflective of \$11.4k for base raises and \$25k for 0.5 FTE for diversity position.

#3000-Benefits: Reflective of any and all changes in certificated and classified salaries (CalPERS employer contribution increase to 24.6%, 10% increase to medical benefits, CalSTRS employer contribution decrease to 18.1%).

#4000-Books and Supplies: Projected higher based on increase in student numbers and addition of \$6,000 in free and reduced lunch student payments.

#5000-Services and Other Operating Expenditures: Increase due to services based on percentage of income received (management fees, county oversight).

#6000-Capital Outlay: Depreciation expense at \$204k.



Budget Assumptions for: 2022-2023

REVENUE:

#8011-State Aid: Projecting 571 students at a 96% attendance rate. Student breakdown: Grade 6 = 25; Grades 7-8 = 184; Grades 9-12 = 362.

#8012-EPA: Projected at \$323k.

#8096-In Lieu Property taxes: Projected at 2018-19 rate.

#8181-Special Education Federal Revenue: Projected at 2018-19 rate.

#8550-Other State Revenue/Mandated Costs: Projected at 2018-19 rate.

#8560-Other State Revenue/Lottery: Projected at 2018-19 rate.

#8792-Special Education Revenue: Projected at 2018-19 rate.

#8674-Other Local Revenue/AFD: Projecting \$785k with increase in number of students.

#8674-Other contributions: Projected at 2019-20 rate.

EXPENSES:

#1000-Certificated Salaries: Reflective of \$61.2k for base raises.

#2000-Classified Salaries: Reflective of \$12.1k for base raises.

#3000-Benefits: Reflective of any and all changes in certificated and classified salaries (CalPERS employer contribution increased to 24.6%, 10% increase to medical benefits, CalSTRS employer contribution constant at 18.1%).

#4000-Books and Supplies: Projected higher based on increase in student numbers.

#5000-Services and Other Operating Expenditures: Increase due to services based on percentage of income received (management fees, county oversight).

#6000-Capital Outlay: Depreciation expense at \$204k.

**CHARTER SCHOOL
MULTI-YEAR PROJECTION**

Charter School Name: Pacific Collegiate School
 CDS #: 44-10447-4430252
 Charter Approving Entity: Santa Cruz County Office of Education
 County: Santa Cruz
 Charter #: 0210
 Report Period: July 1, 2019 - June 30, 2023

Description	Object Code	Totals for 2018-20	Totals for 2020-21	Totals for 2021-22	Totals for 2022-23
A. REVENUES					
1. LCFF Sources					
State Aid - Current Year	8011	1,618,479	1,765,992	2,109,275	2,282,698
Education Protection Account State Aid - Current Year	8012	104,832	104,832	109,632	109,632
State Aid - Prior Years	8019				
Transfers of Charter Schools in Lieu of Property Taxes	8096	3,133,935	3,133,935	3,133,935	3,133,935
Other LCFF Transfers	8091, 8097				
Total, LCFF Sources		4,857,246	5,004,759	5,352,842	5,526,265
2. Federal Revenues					
Every Student Succeeds Act (Titles I - V)	8290				
Special Education - Federal	8181, 8182	36,330	36,330	36,330	36,330
Child Nutrition - Federal	8220				
Donated Food Commodities	8221				
Other Federal Revenues	8110, 8260-8299				
Total, Federal Revenues		36,330	36,330	36,330	36,330
3. Other State Revenues					
Special Education - State	StateRevSE	287,943	287,943	287,943	287,943
All Other State Revenues	StateRevAO	140,626	140,626	140,626	140,626
Total, Other State Revenues		428,569	428,569	428,569	428,569
4. Other Local Revenues					
All Other Local Revenues	LocalRevAO	878,000	878,000	878,000	878,000
Total, Local Revenues		878,000	878,000	878,000	878,000
6. TOTAL REVENUES		6,200,145	6,347,658	6,695,741	6,869,164
B. EXPENDITURES					
1. Certificated Salaries					
Certificated Teachers' Salaries	1100	2,420,771	2,468,286	2,581,752	2,632,487
Certificated Pupil Support Salaries	1200				
Certificated Supervisors' and Administrators' Salaries	1300	424,165	434,138	444,376	454,855
Other Certificated Salaries	1900				
Total, Certificated Salaries		2,844,936	2,902,424	3,026,128	3,087,342
2. Non-certificated Salaries					
Non-certificated Instructional Aides' Salaries	2100				
Non-certificated Support Salaries	2200				
Non-certificated Supervisors' and Administrators' Sal.	2300				
Clerical and Office Salaries	2400	558,927	570,106	606,508	618,638
Other Non-certificated Salaries	2900	5,000	5,000	5,000	5,000
Total, Non-certificated Salaries		563,927	575,106	611,508	623,638
3. Employee Benefits					
STRS	3101-3102	478,789	534,046	547,729	558,809
PERS	3201-3202	111,212	129,414	149,201	157,134
QASDI / Medicare / Alternative	3301-3302	84,392	86,081	90,659	92,475
Health and Welfare Benefits	3401-3402	432,000	475,200	522,720	574,992
Unemployment Insurance	3501-3502	1,704	1,739	1,819	1,855
Workers' Compensation Insurance	3601-3602	42,952	43,817	45,834	46,758
OPEB, Allocated	3701-3702				
OPEB, Active Employees	3751-3752				
Other Employee Benefits	3901-3902				
Total, Employee Benefits		1,151,049	1,270,297	1,357,962	1,432,023

4. Books and Supplies					
Approved Textbooks and Core Curricula Materials	4100	16,960	16,960	17,703	17,703
Books and Other Reference Materials	4200	42,000	42,000	43,839	43,839
Materials and Supplies	4300	96,195	96,195	106,407	106,407
Noncapitalized Equipment	4400	42,525	42,525	44,387	44,387
Food	4700				
Total, Books and Supplies		197,680	197,680	212,336	212,336
6. Services and Other Operating Expenditures					
Subagreements for Services	5100	72,665	66,210	66,210	66,210
Travel and Conferences	5200				
Dues and Memberships	5300	16,845	16,845	16,845	16,845
Insurance	5400	16,000	25,000	25,000	25,000
Operations and Housekeeping Services	5500	94,506	94,506	94,506	94,506
Rentals, Leases, Repairs, and Noncap. Improvements	5600	539,257	539,257	539,257	539,257
Transfers of Direct Costs	5700-5799				
Professional/Consulting Services and Operating Expend.	5800	459,941	422,220	435,400	439,475
Communications	5900	36,700	36,700	36,700	36,700
Total, Services and Other Operating Expenditures		1,235,914	1,200,738	1,213,918	1,217,993
8. Capital Outlay (Objects 6100-6170, 6200-6500 for mod. accrual basis)					
Land and Improvements of Land	6100-6170				
Buildings and Improvements of Buildings	6200				
Books and Media for New School Libraries or Major					
Expansion of School Libraries	6300				
Equipment	6400				
Equipment Replacement	6500				
Depreciation Expense (for full accrual only)	6900	203,952	203,952	203,952	203,952
Total, Capital Outlay		203,952	203,952	203,952	203,952
7. Other Outgo					
Tuition to Other Schools	7110-7143				
Transfers of Pass-through Revenues to Other LEAs	7211-7213				
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223BE				
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO				
All Other Transfers	7281-7299				
Transfers of Indirect Costs	7300-7399				
Debt Service:					
Interest	7438				
Principal	7439				
Total, Other Outgo		0	0	0	0
8. TOTAL EXPENDITURES		6,197,458	6,350,197	6,625,804	6,777,284
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPEND. BEFORE OTHER FINANCING SOURCES AND USES (A6-B8)		2,687	(2,539)	69,937	91,880
Description	Object Code	Totals for 2018-20	Totals for 2020-21	Totals for 2021-22	Totals for 2022-23
D. OTHER FINANCING SOURCES / USES					
1. Other Sources	8930-8979				
2. Less: Other Uses	7630-7699				
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999				
4. TOTAL OTHER FINANCING SOURCES / USES		0	0	0	0
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)		2,687	(2,539)	69,937	91,880
F. FUND BALANCE, RESERVES					
1. Beginning Fund Balance					
a. As of July 1	9791	4,954,470	4,957,157	4,954,618	5,024,555
b. Adjustments to Beginning Balance	9793, 9795	0	0	0	0
c. Adjusted Beginning Balance		4,954,470	4,957,157	4,954,618	5,024,555
2. Ending Fund Balance, June 30 (E + F.1.c.)		4,957,157	4,954,618	5,024,555	5,116,435
Components of Ending Fund Balance					
a. Nonspendable					
Revolving Cash	9711				
Stores	9712				
Prepaid Expenditures	9713				
All Others	9719				
b. Restricted	9740				

c. Committed					
Stabilization Arrangements	9750				
Other Commitments	9760				
d. Assigned					
Other Assignments	9780				
e. Unassigned/Unappropriated					
Reserve for Economic Uncertainties	9789				
Undesignated / Unappropriated Amount	9790	4,957,157	4,954,618	5,024,555	5,116,435

[illegible]



SANTA CRUZ
COUNTY OFFICE OF
EDUCATION
DR. FARIS SABBABH • SUPERINTENDENT OF SCHOOLS

SANTA CRUZ COUNTY BOARD OF EDUCATION

AGENDA ITEM

Board Meeting Date: Nov. 21, 2019

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Action



Information

TO: Santa Cruz County Board of Education

FROM: Dr. Faris Sabbah, Superintendent of Schools

SUBJECT: Motion to Change Date of Regular December 2019 Meeting

BACKGROUND

The Board will be asked to move the regular December 2019 meeting date of this board from the 19th to the 17th.

SUPERINTENDENT'S RECOMMENDATION FOR BOARD ACTION:

Receive report.

FUNDING IMPLICATIONS

None.