



SANTA CRUZ
COUNTY OFFICE OF
EDUCATION
DR. FARIS SABBAH • 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 June 18, 2020
Open Session 4:00 P.M.
Held by Videoconference Only

NOTICE:

In order to meet the most recent guidelines from the Santa Cruz County Health Services Agency in regard to COVID-19, this meeting will be **limited to virtual participation only** and made available online via a live video-conference at the following web address:

Join Zoom Meeting

<https://santacruzcoe-org.zoom.us/j/81774287008>

Meeting ID: 817 7428 7008

One tap mobile

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Meeting ID: 817 7428 7008

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Santa Cruz County Office of Education

I.T. Help Desk: 831-466-5894

I.T. Help Email: Techs@santacruzcoe.org

PUBLIC COMMENT:

Any person wishing to make a public comment will have the opportunity to do so via videoconference during the virtual meeting for up to three minutes each. To submit a comment to be read aloud on your behalf regarding an item either listed or not listed on the meeting agenda, please send a comment no longer than 300 words to sleibenson@santacruzcoe.org no later than 2pm on June 18th. Each individual may only make one comment per agenda item.

AGENDA

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

Sue Roth (President), Jane Royer Barr, Rose Filicetti, Sandra Nichols, Dana Sales, 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 May 21, 2020
- 5.0.2 Routine Budget Revisions
- 5.0.3 Donations
- 5.0.4 Approval of the North Santa Cruz County SELPA Local Plan

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 Civic Summit: Student Recognition

The Board will recognize two students who won the “It Ought To Be A Law” competition that took place at the 2020 Santa Cruz County Civic Summit.

Presenters: Dr. Faris Sabbah, County Superintendent
Celeste Gutierrez, Student Leadership & Engagement Coordinator

7.2 Census Art Contest Award

The Board will recognize a student for their winning design in the Santa Cruz County Office of Education’s 2020 Census Art Contest.

Presenters: Dr. Michael Paynter, Senior Director, Student Support Services
Sarah Ferguson, Coordinator, Santa Cruz County Census

7.3 Retirement Recognitions

The Board will recognize the important contributions of the following Santa Cruz County Office of Education employees who are planning to retire in the 2019-2020 school year.

Retirees: Julia Chiapella, Director, Young Writers Program
Mark Hodges, Senior Director, CTEP
Lauren Leff, Teacher of the Orthopedically Impaired, Special Education
Rayona Mullen Staniec, Medical Assisting Program Instructor, CTEP
Leta Vandenheuvel, Teacher, Alternative Education

Presenters: Dr. Faris Sabbah, County Superintendent of Schools

7.4 ACSA Awards

The Board will recognize Dr. Michael Paynter, Senior Director of Student Support Services, and Jessica Little, Senior Director of SELPA, for their awards as Administrators of the Year by the Association of California School Administrators (ACSA).

Presenter: Dr. Faris Sabbah, County Superintendent of Schools

7.5 COVID-19 Update

Santa Cruz County Office of Education has been working in collaboration with the Santa Cruz County Health Services agency and school districts to prepare for and respond to the outbreak of COVID-19 in our community. The Board will receive an update on the ways in which the Santa Cruz County Office of Education has been working to respond to the COVID-19 crisis. The presentation will also include the anticipated impacts of COVID-19 on funding for California public schools.

Presenter: Dr. Faris Sabbah, County Superintendent of Schools

8. PUBLIC HEARINGS, NEW BUSINESS, AND ACTION ITEMS

8.1 Revised PCS Petition for Material Revision

The Board will be asked to either approve (Resolution #20-13) or deny (Resolution #20-14) the revised Petition for a Material Revision to Pacific Collegiate Charter School.

Presenter: Debi Bodenheimer, Associate Superintendent

Motion &

Roll Call Vote: Sue Roth (President)

8.2 Request to Convert Cypress Charter High School into a Countywide Alternative Education Community School (Resolution #20-15)

The Board will be asked to consider approving Resolution #20-15 to approve the request to convert Santa Cruz County Cypress Charter High School into a countywide Alternative Education Community School.

Presenter: Dr. Faris Sabbah, County Superintendent of Schools

Motion &

Roll Call Vote: Sue Roth (President)

8.3 Court & Community COVID-19 Written Report

It is recommended that the Board adopt the COE Court and Community School COVID-19 Written Report. The EO N-26-20 states the form will report at a minimum, a description of how the LEA is meeting the needs of unduplicated pupils, defined consistent with Ed Code 42238.02(b)(1), during the period of school closures specifically how the LEA continued delivering high quality distance learning opportunities, provided school meals, and to the extent practicable, arrange for the supervision of students during ordinary school hours.

Presenter: Jennifer Izant Gonzales, Project Director, Alternative Education

Motion &

Roll Call Vote: Sue Roth (President)

8.4 CAC COVID-19 Written Report

It is recommended that the Board adopt the CAC COVID-19 Written Report. The EO N-26-20 states the form will report at a minimum, a description of how the LEA is meeting the needs of unduplicated pupils, defined consistent with Ed Code 42238.02(b)(1), during the period of school closures specifically how the LEA continued delivering high quality distance learning opportunities, provided school meals, and to the extent practicable, arrange for the supervision of students during ordinary school hours.

Presenter: Jenny Russell, Principal Teacher, Career Advancement Charter

Motion &

Roll Call Vote: Sue Roth (President)

8.5 Cypress COVID-19 Written Report

It is recommended that the Board adopt the Cypress High School COVID-19 Written Report. The EO N-26-20 states the form will report at a minimum, a description of how the LEA is meeting the needs of unduplicated pupils, defined consistent with Ed Code 42238.02(b)(1), during the period of school closures specifically how the LEA continued delivering high quality distance learning opportunities, provided school meals, and to the extent practicable, arrange for the supervision of students during ordinary school hours.

Presenter: Megan Tresham, Principal, Cypress High School

Motion &

Roll Call Vote: Sue Roth (President)

8.6 Approve Resolution #20-16 in Support of Prop 30 and 55, Education Protection Funds Act (Santa Cruz County Office of Education)

It is recommended that the Board adopt Resolution #20-16 to approve usage of the funds made available from Proposition 30 and Proposition 55 for educational expenditures within the County Office of Education's budgets.

Presenter: Rebecca Olker, Interim Deputy Superintendent, Business Services

Motion &

Roll Call Vote: Sue Roth (President)

8.7 Approve Resolution #20-17 in Support of Prop 30 and 55, Education Protection Funds Act (Career Advancement Charter)

It is recommended that the Board adopt Resolution #20-17 to approve usage of the funds made available from Proposition 30 and Proposition 55 for educational expenditures within the County Office of Education's budgets.

Presenter: Rebecca Olker, Interim Deputy Superintendent, Business Services

Motion &

Roll Call Vote: Sue Roth (President)

8.8 Approve Resolution #20-18 in Support of Prop 30 and 55, Education Protection Funds Act (Cypress Charter High School)

It is recommended that the Board adopt Resolution #20-18 to approve usage of the funds made available from Proposition 30 and Proposition 55 for educational expenditures within the County Office of Education's budgets.

Presenter: Rebecca Olker, Interim Deputy Superintendent, Business Services

Motion &

Roll Call Vote: Sue Roth (President)

8.9 Resolution #20-19 in Support of Equity and Anti-Racism in Schools

The board will be asked to consider adoption of Resolution #20-19 in Support of Equity and Anti-Racism in Schools in recognition of the historic, systemic violence and discrimination experienced by Black communities and all communities of color. This resolution would support the Santa Cruz County Office of Education's efforts to develop equitable educational policies and practices that help disrupt the structures of racism in schools.

Presenter: Trustee Van Allen, Community Outreach & Legislative Committee

8.10 Resolution #20-20 In Support of Protection of State Education Funding

The Board will be asked to consider adoption of Resolution #20-20 in support of the protection of California funding for public schools in light of the COVID-19 pandemic.

Presenter: Trustee Filicetti, Community Outreach & Legislative Committee

8.11 Resolution #20-21 In Support of Protection of Federal Education Funding

The Board will be asked to consider adoption of Resolution #20-21 in support of the protection of federal funding for public schools in light of the COVID-19 pandemic.

Presenter: Trustee Filicetti, Community Outreach & Legislative Committee

8.12 PUBLIC HEARING Adopt Santa Cruz County Office of Education 2020-2021 Budget

The Board will conduct a public hearing to solicit recommendations and comments from members of the public regarding the Santa Cruz County Office of Education's 2020 - 2021 Budget.

Presenters: Rebecca Olker, Interim Deputy Superintendent, Business Services

Open, Conduct,
& Close hearing: Sue Roth (President)

8.13 Approval of 2020-2021 Budget

Following a Public Hearing held on June 18, 2020 to solicit recommendation and comments from members of the public regarding the Santa Cruz County Office of Education's 2020 - 2021 Budget, it is requested that the Board adopt the Budget as presented.

Presenters: Rebecca Olker, Interim Deputy Superintendent, Business Services
 Jean Gardner, Interim Senior Director, Business Services
 Melissa Lopez, Director, Fiscal Services

8.14 Schedule Special June 25th Meeting

The Board may schedule a Special Board Meeting on June 25, 2020, to comply with Education Code 52062(b)(2), to consider the adoption of the 2020-2021 annual budget.

Presenter: Rebecca Olker, Interim Deputy Superintendent, Business Services

Motion &

Roll Call Vote: Sue Roth (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 CO&L Updates

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

Presenter: Trustee Bruce Van Allen

12. SCHEDULE OF MEETINGS AND COMING EVENTS

Santa Cruz County Board of Education
Regular Meeting (Virtual)
July 16, 2020
4:00 p.m.

Santa Cruz County Board of Education
Regular Meeting (Virtual)
August 20, 2020
4:00 p.m.

Santa Cruz County Board of Education
Regular Meeting (Virtual)
September 17, 2020
4:00 p.m.

13. ADJOURNMENT

The Board President will adjourn the meeting.

PLEASE NOTE:

Public Participation:

All persons are encouraged to attend and, when appropriate, to participate in meetings of the Santa Cruz County Board of Education. If you wish to speak to an item on the agenda, please be present at the beginning of the meeting as any item, upon motion, may be moved to the beginning of the agenda. Persons wishing to address the Board are asked to state their name for the record. The president of the Board will establish a time limit of three (3) minutes, unless otherwise stated by the president, for comments from the public. Consideration of all matters is conducted in open session except those relating to litigation, personnel and employee negotiations, which, by law, may be considered in closed session. Expulsion appeal hearings are heard in closed session unless a request for hearing in open session is made by the appellant.

Backup Documentation:

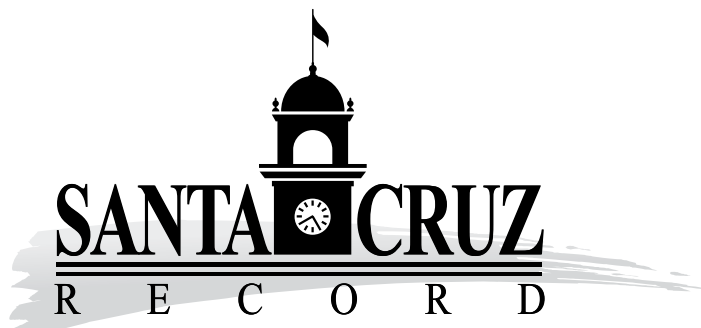
Any writings or documents that are public records and are provided to a majority of the governing board regarding an open session item on this agenda will be made available for public inspection in the County Office of Education, located 400 Encinal Street, Santa Cruz, CA 95060, during normal business hours.

Translation Requests:

Spanish language translation is available on an as-needed basis. Please make advance arrangements with Sage Leibenson by telephone at (831) 466-5900 Traducciones del inglés al español y del español al inglés están disponibles en las sesiones de la mesa directiva. Por favor haga arreglos por anticipado con Sage Leibenson por teléfono al numero (831) 466-5900.

ADA Compliance:

In compliance with Government Code section 54954.2 (a), The Santa Cruz County Office of Education will, on request, make this agenda available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec 12132), and the federal rules and regulations adopted in implementation thereof. Individuals who need this agenda in an alternative format or who need a disability-related modification or accommodation in order to participate in the meeting should contact Sage Leibenson, Administrative Aide to the Superintendent, 400 Encinal St., Santa Cruz, CA 95060, (831) 466-5900.



Proof of Publication (2015.5 C.C.P.)

State of California:

County of Santa Cruz: **NOTICE OF PUBLIC HEARING**
HEARING DATE: June 18, 2020

Santa Cruz County Board of Education
400 Encinal St.
Santa Cruz CA 95060



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Mr. Abel Sanchez • Mr. Bruce Van Allen

NOTICE OF PUBLIC HEARING

NOTICE is hereby given that on **Thursday June 18, 2020 at 4:00 p.m., or as soon thereafter as the matter can be heard, via videoconference at the following web address**, the Santa Cruz County Board of Education will hold a public hearing during which they will consider the level of support for the **Santa Cruz County Office of Education's proposed 2020-2021 Budget**.

Join the meeting using the following web and telephone addresses:

<https://santacruzcoe-org.zoom.us/j/81774287008>

Meeting ID: 817 7428 7008

One tap mobile

+16699006833,,81774287008# US (San Jose)

Any person wishing to make a public comment will have the opportunity to do so via videoconference during the virtual meeting for up to three minutes each. To submit a comment about to be read aloud on your behalf either listed or not listed on the meeting agenda, please send a comment no longer than 300 words to sleibenson@santacruzcoe.org no later than 2pm on June 18th. **Each individual may only make one comment per topic.** The agenda for the meeting will be made available no later than the Sunday prior to the meeting at <https://santacruzcoe.org/board/board-agenda-and-minutes/>.

To request further information about these public hearings, please contact Sage Leibenson, Administrative Assistant to the County Superintendent of Schools, at the Santa Cruz County Office of Education at (831) 466-5900 or sleibenson@santacruzcoe.org.

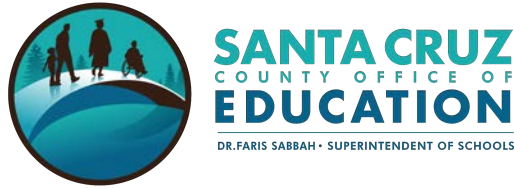
I am a citizen of the United States; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer and publisher of the SANTA CRUZ RECORD, a newspaper published in the English language in the City of Santa Cruz and adjudged a newspaper of general circulation as defined by the laws of the State of California by the Superior Court of the County of Santa Cruz, State of California, under date of August 11, 1972, No. 48682. That notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on: **Published 6/9/2020**

Executed on: June 11, 2020

I Certify (or declare) under penalty of perjury that the foregoing is true and correct.

Liese Varenkamp

L. Varenkamp



SANTA CRUZ COUNTY BOARD OF EDUCATION

AGENDA ITEM

Board Meeting Date: June 18, 2020

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Action

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Information

TO: Santa Cruz County Board of Education

FROM: Dr. Faris Sabbah, Superintendent of Schools

SUBJECT: Minutes of the Regular May 21, 2020 Board Meeting

BACKGROUND

Minutes from the Regular May 21, 2020 Board Meeting.

SUPERINTENDENT'S RECOMMENDATION FOR BOARD ACTION:

Approve minutes.

FISCAL IMPLICATIONS:

None.



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Mr. Abel Sanchez • Mr. Bruce Van Allen

Santa Cruz County Board of Education
Regular Board Meeting
Thursday May 21, 2020
Open Session 4:00 p.m.
VIRTUAL Meeting hosted from the Board Room

UNAPPROVED MINUTES

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

Board Present (via videoconference)

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

Staff Present (via videoconference)

Faris Sabbah (Secretary)
Mary Hart
Debi Bodenheimer
Sage Leibenson

Absent

None

2. PLEDGE OF ALLEGIANCE

Superintendent Sabbah (Secretary) led the Pledge of Allegiance.

Santa Cruz County Board of Education

Minutes, Regular Meeting

May 21, 2020

3. APPROVAL OF AGENDA

A call for a motion was made to make agenda deletions and/or changes of sequence, or approve the agenda as submitted.

It was M.S.C. (Filicetti/Van Allen) to approve the agenda as submitted.

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

4. PUBLIC COMMENT

The Board Clerk recited the public comments that were emailed to the COE prior to the meeting for up to three minutes each. Public comments received included:

- One letter from Anna Eshoo, Member of Congress, regarding certain provisions of the HEROES Act
- One comment from James and Deneen Guss in recognition of Mary Hart's retirement
- One comment from Mary Ann James in recognition of Mary Hart's retirement

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 April 16, 2020
- 5.0.2 Routine Budget Revisions
- 5.0.3 Surplus Items

It was requested that the phrase "pilot program" be removed from the agenda item #7.4, as it does not reflect the language used in the revised PCS Petition for Material Revision.

It was M.S.C. (Van Allen/Sales) to approve the consent agenda as amended.

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

5.1 Deferred Consent Items (if required)

None.

Santa Cruz County Board of Education

Minutes, Regular Meeting

May 21, 2020

6. CORRESPONDENCE

Each item of official correspondence received by the Board was recited by the clerk for up to 3 minutes. New correspondence received included the following:

- One letter from the Scotts Valley School Board of Education in opposition to the revised PCS Petition for Material Revision
- One email from Deb Tracy-Proulx, Board Trustee of the Santa Cruz City Schools Board of Education in opposition to the revised PCS Petition for Material Revision
- One letter from Cindy Rainii, Board Trustee of the Santa Cruz City School Board of Education in opposition to the revised PCS Petition for Material Revision
- One email and attached letter from Superintendent Sabbah to the Santa Cruz County Board of Education with information regarding the California Department of Education's Second Interim Report
- One letter from George Wylie, Board Trustee of the San Lorenzo Valley Board of Education in opposition to the revised PCS Petition for Material Revision
- One email from Sage Leibenson to the Santa Cruz County Board of Education inviting the Board to a COE Staff Appreciation Event
- One email from Sage Leibenson to the Santa Cruz County Board of Education inviting the Board to a Capitol Advisors May Revise Budget Workshop
- One email from Shannon Greene, parent, in opposition to the revised PCS Petition for Material Revision
- One email from Sage Leibenson to the Santa Cruz County Board of Education containing a red-lined version of the revised PCS Petition for Material Revision

7. REPORTS, DISCUSSIONS, AND PRESENTATIONS

7.1 Oasis Student Recognitions

Students from Oasis High School were recognized for their outstanding performance throughout the 2019-2020 School Year. Oasis High School Teacher, Jeffrey Matlock, facilitated the recognition ceremony.

Superintendent Sabbah expressed appreciation for Oasis to make the ceremony possible and congratulated the students on their achievement.

7.2 Educator of the Year Awards

Each year, the Santa Cruz County Board of Education celebrates the accomplishments of teachers, classified employees, administrators, and counselors. Award recipients are nominated by their peers and will be awarded a plaque of outstanding achievement by Superintendent Sabbah. The award ceremony was facilitated by Superintendent Sabbah and Debi Bodenheimer, Associate Superintendent of Educational Services.

Award Recipients: Shanti Blanck, Classified Employee of the Year, SCCS
 Laura Denny, Teacher of the Year, SLVUSD
 Nancy Puente, Counselor of the Year, PVUSD
 Greg Stein, Administrator of the Year, LOSD

Shanti Blanck was not present.

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Dr. Laurie Bruton, Superintendent of San Lorenzo Unified School District, introduced Laura Denny and congratulated her on her achievement. Laura Denny then had an opportunity to speak and accept the award.

Dr. Michelle Rodriguez, Superintendent of Pajaro Valley Unified School District, said a few words in honor of Nancy Puente. Ximena Ospina also had an opportunity to honor Nancy. Nancy then had an opportunity to speak and accept the award.

Dr. Lorie Chamberland, Superintendent of Live Oak School District, said a few words in honor of Greg Stein. Greg Stein then had an opportunity to speak and accept the award.

7.3 Retirement Recognitions

The Board recognized the important contributions of the following Santa Cruz County Office of Education employees who are planning to retire in the 2019-2020 school year.

Retirees: Camy Ditter, Teacher, Alternative Education
Mary Hart, Deputy Superintendent, Business Services
Stephanie Sommer-Kass, Senior Instructional Aide, Special Education

Camy Ditter was not present.

Stephanie Sommer-Kass was not present.

Superintendent Sabbah, Jean Gardner, Rebecca Olker, Trustee Van Allen, and Trustee Barr all said a few words to recognize Mary Hart for her years of service in education. Mary Hart then accepted her award.

7.4 Public Hearing regarding REVISED PCS Petition for Material Revision

The Board held a public hearing to consider the level of support from the community for a revised request for a material revision to Pacific Collegiate Charter School that would add a 6th grade program to the charter.

Debi Bodenheimer, Associate Superintendent of Educational Services, gave an introduction of the item and overview of the Petition.

President Roth opened the public hearing, explained the procedures of the hearing, and introduced the Petitioner to make their opening presentation.

Lead Petitioner Maria Reitano, Head of School at PCS, had five minutes to make an opening presentation.

The Board Clerk recited all comments submitted by the public prior to the meeting for up to two minutes each. Comments received via email in opposition to the revised PCS Petition for Material Revision were received from Allison Endert, Andy Tatum, Barbara Lawrence, Sarah Herr, Isabelle Tuncer, Diane Putnam, and George Wylie. Letters in opposition to this petition co-authored by SVUSD Board Member Shulman and President Snyder, as well as an additional letter co-authored by the ten Santa Cruz County School District Superintendents were also received. The Board Clerk recited one comment received via email in support of the revised PCS Petition for Material Revision from Krista McCollough.

Santa Cruz County Board of Education

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May 21, 2020

The following members of the public made live comments at the meeting in support of the revised PCS Petition for Material revision: Nathan Tiller, Todd Livingston, Deb Tracy-Proulx, Lauren Friend, Andrea Roth, Ken Olson, Deanna Tanguay, Enrico Ramirez-Ruiz, Chiara Grabiell, Yulianna Ortega, Maya Lev, Judit Camacho, Glenn Weyhausen, Caitlin Spohrer, Emily Garcia-Solis, Brandon Garcia-Solis, Jason Miller, Sikina Jinnah, and Brianna Garcia-Solis.

Following the public comments, the Board President closed the public hearing and announced the Board would consider approval or denial of the petition at the regular June 18th meeting of the Santa Cruz County Board of Education.

7.5 Public Hearing regarding Conversion of Cypress Charter High School into a Alternative Education Community School

The Board held a public hearing to consider the level of support for the conversion of Cypress Charter High School into an alternative education community school by teachers employed by the school district, other employees of the school district, parents, and members of the public.

Debi Bodenheimer, Associate Superintendent of Educational Services, gave an introduction of the item and overview of the Petition.

President Roth opened the public hearing, explained the procedures of the hearing, and introduced the Petitioner to make their opening presentation.

Superintendent Sabbah made the opening presentation explaining the request to convert Santa Cruz County Cypress Charter High School into an Alternative Education community school.

The Board Clerk received no public comments to be recited prior to the meeting. No other public comments were made.

President Roth then closed the public hearing and announced the Board would consider approval or denial of the request to convert Cypress Charter High School into a community school at the regular June 18th meeting of the Santa Cruz County Board of Education.

7.6 COVID-19 Update

Superintendent Sabbah gave a presentation to the Board explaining how the Santa Cruz County Office of Education has been working in collaboration with the Santa Cruz County Health Services agency and school districts to prepare for and respond to the outbreak of COVID-19 in our community. The Board received an update on the ways in which the Santa Cruz County Office of Education has been working to respond to the COVID-19 crisis. The presentation will also include the anticipated impacts of COVID-19 on funding for California public schools.

The Board asked a number of clarifying questions.

President Roth expressed appreciation for Superintendent Sabbah's leadership and consistent communication with the COE's stakeholders throughout the COVID-19 crisis.

Santa Cruz County Board of Education

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May 21, 2020

7.7 Labor Negotiations - “Sunshine” the County Superintendent of Schools 2020-2021 Initial Negotiations Proposal to the Classified Employees Bargaining Unit (CSEA)

Alternative Education Director, John Armstrong, sunshined the Superintendent’s 2020-2021 initial negotiations proposal to the Classified Employees Bargaining Unit, CSEA.

7.8 Actuarial Study of Retiree Health Liabilities

Rebecca Olker, Senior Director, Fiscal Services presented a report to the Board about the Actuarial Study of Retiree Health Benefits, which is required every two years in compliance with GASB43/45.

8. PUBLIC HEARINGS, NEW BUSINESS, AND ACTION ITEMS

8.1 Interdistrict Transfer Appeal #20-02

The Board held an Interdistrict Transfer Appeal Hearing concerning a student wishing to attend school in the Scotts Valley Unified School District.

President Roth invited all the parties present to introduce themselves and announced the meeting would remain in open session. No letter of appeal was submitted or read. Superintendent Sabbah stated the powers of the County Board in interdistrict transfer appeal hearings. President Roth then explained the procedures for the hearing and invited the Appellants to state their reasons for the County Board to overturn the denial of the interdistrict transfer. Representatives of the Scotts Valley Unified School District then had an equal amount of time to explain why the Board should uphold the decision of the Scotts Valley Board. Both parties then had an equal amount of time to make their rebuttals. The Board then had an opportunity to ask questions of the parties. The Board then had an opportunity to deliberate and come to a decision.

It was M.S.C. (Filicetti/Barr) to uphold the interdistrict transfer decision of the Scotts Valley Unified School District governing board for appeal #20-02.

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

8.2 Cancel Previously Scheduled June 25, 2020 Special Board Meeting

Due to COVID-19, the deadline for submitting the LCAP has been extended to December 15, 2020, negating the requirement to have a special meeting in June. The Board was asked by Mary Hart to cancel the previously scheduled June 25, 2020 special meeting of the Santa Cruz County Board of Education.

It was M.S.C. (Filicetti/Barr) to cancel the Special June 25, 2020 meeting.

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

Santa Cruz County Board of Education

Minutes, Regular Meeting

May 21, 2020

9. SUPERINTENDENT'S REPORT

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

10. TRUSTEE REPORTS (3 minutes each)

Trustee Roth attended meetings of the Board Charter Committee, Agenda Committee, and a Lozano Smith Workshop regarding Brown Act requirements.

Trustee Van Allen has been researching proposed California and U.S. budgets affecting public education.

Trustee Barr attended meetings of the Board Charter Committee and Agenda Committee.

Trustee Sanchez attended a meeting of the Board Charter Committee.

Trustee Filicetti attended COE All Staff meetings, Santa Cruz COVID-19 community briefings, the 6th Annual Regional Economic Summit, and a SCZCSBA meeting featuring guest speaker Superintendent Sabbah who spoke about COVID-19 updates affecting education. She also attended the Region 9 Prep for CSBA Delegate Assembly, the CSBA Delegate Assembly, a CCBE State Board of Directors meeting, and State Superintendent Tony Thurmond's Discussion on School Re-opening facebook webinar.

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

None.

12. SCHEDULE OF MEETINGS AND COMING EVENTS

Santa Cruz County Board of Education
Regular Meeting (Virtual)
June 18, 2020
4:00 p.m.

Santa Cruz County Board of Education
Special Meeting (Virtual)
June 25, 2020
4:00 p.m.

Santa Cruz County Board of Education
Regular Meeting (Virtual)
July 16, 2020
4:00 p.m.

17. ADJOURNMENT

The Board President adjourned the meeting at 8:41 p.m.

Santa Cruz County Board of Education

Minutes, Regular Meeting

May 21, 2020

PLEASE NOTE:

Public Participation:

All persons are encouraged to attend and, when appropriate, to participate in meetings of the Santa Cruz County Board of Education. If you wish to speak to an item on the agenda, please be present at the beginning of the meeting as any item, upon motion, may be moved to the beginning of the agenda. Persons wishing to address the Board are asked to state their name for the record. The president of the Board will establish a time limit of three (3) minutes, unless otherwise stated by the president, for comments from the public. Consideration of all matters is conducted in open session except those relating to litigation, personnel and employee negotiations, which, by law, may be considered in closed session. Expulsion appeal hearings are heard in closed session unless a request for hearing in open session is made by the appellant.

Backup Documentation:

Any writings or documents that are public records and are provided to a majority of the governing board regarding an open session item on this agenda will be made available for public inspection in the County Office of Education, located 400 Encinal Street, Santa Cruz, CA 95060, during normal business hours.

Translation Requests:

Spanish language translation is available on an as-needed basis. Please make advance arrangements with Sage Leibenson by telephone at (831) 466-5900. Traducciones del inglés al español y del español al inglés están disponibles en las sesiones de la mesa directiva. Por favor haga arreglos por anticipado con Sage Leibenson por teléfono al numero (831) 466-5900.

ADA Compliance:

In compliance with Government Code section 54954.2 (a), The Santa Cruz County Office of Education will, on request, make this agenda available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec 12132), and the federal rules and regulations adopted in implementation thereof. Individuals who need this agenda in an alternative format or who need a disability-related modification or accommodation in order to participate in the meeting should contact Sage Leibenson, Administrative Aide to the Superintendent, 400 Encinal St., Santa Cruz, CA 95060, (831) 466-5900.



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

SANTA CRUZ COUNTY BOARD OF EDUCATION

AGENDA ITEM

Board Meeting Date: June 18, 2020

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Action



Information

TO: Santa Cruz County Board of Education

FROM: Melissa Lopez, Director, Fiscal Services

SUBJECT: Routine Budget Revisions

BACKGROUND

Adjusts the 19-20 Spending Plan.

SUPERINTENDENT'S RECOMMENDATION FOR BOARD ACTION:

Approve the routine budget revisions.

FISCAL IMPLICATIONS:

Detailed herein.



BOARD OF EDUCATION


Ms. Jane Royer Barr
Ms. Rose Filicetti
Ms. Sandra Nichols
Ms. Sue Roth
Mr. Dana M. Sales
Mr. Abel Sanchez
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

MEMO

DATE: June 18, 2020

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

FROM: Rebecca Olker 
Interim Deputy Superintendent, Business Services
Melissa Lopez
Director of Fiscal Services

RE: May Budget Revisions

Budget revisions in May reflect a decrease in projected revenues in the amount of \$746,140, and a decrease in expenditures in the amount of \$1,444,500, resulting in a net increase to fund balance of \$698,360.

There were adjustments made to revenue, salaries, benefits, services and supplies necessary to more closely match projected estimates for the remainder of the year, which were the result of communications with departments and fiscal analysis.

The largest decrease in both revenue and expense is due to a reduction in projected MAA Pass-thru funds (\$750,000). Several programs reduced anticipated expenditures in 2019/20 making the carryover available for use in 2020/21 such as New Teacher Project (\$222,742), Alternative Education (\$275,607), and S4C (\$31,721).

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

RO:ml
4 attachments

cc: Rebecca Olker

Santa Cruz County Office of Education
Budget Variance Summary for May, 2020
June 18, 2020 Board Meeting

	2019-2020	2019-20	MAY		2019-20
Description	Adopted Budget	Board Meeting 05/21/20	Unrestricted	Restricted	Board Meeting 06/18/20
REVENUE					
Local Control Funding Formula	27,942,549	28,813,209	12,644	1,253	28,827,106
Federal Revenues	6,890,894	7,045,206	(683,897)	-	6,361,309
State Revenues	7,366,389	5,306,350	-	303,315	5,609,665
Local Revenues	9,029,508	9,994,735	739	(390,972)	9,604,502
Contributions	-	(10,778)	(303,617)	314,395	-
TOTAL REVENUE	51,229,339	51,148,722	(974,131)	227,991	50,402,582
EXPENDITURES					
Certificated Salaries	10,305,237	10,333,193	(26,883)	(569)	10,305,741
Classified Salaries	12,326,728	12,027,092	(26,465)	2,141	12,002,768
Employee Benefits	13,167,744	12,828,590	(1,492)	302,977	13,130,075
Books and Supplies	1,824,785	3,246,154	(559,210)	(89,502)	2,597,443
Services, Other Operating Expenses	9,627,325	9,883,494	(131,743)	(183,415)	9,568,336
Capital Outlay	1,671,300	161,876	(5,000)	-	156,876
Other Outgo	(92,842)	(149,780)	25,726	(25,726)	(149,780)
Interprogram Support	5,724,756	5,724,756	(750,000)	-	4,974,756
TOTAL EXPENDITURES	54,555,033	54,055,375	(1,475,067)	5,905	52,586,213
INTERFUND TRANSFERS					
Transfers In	-	-			-
Transfers Out	31,000	567,070	24,662	-	591,732
TOTAL INTERFUND TRANSFERS	31,000	567,070	24,662	-	591,732
FUND BALANCE					
Beginning Fund Balance	27,366,002	27,366,002	-		27,366,002
Net Increase/(Decrease)	(3,356,693)	(3,473,723)	476,274	222,086	(2,775,363)
ENDING FUND BALANCE	24,009,309	23,892,279	476,274	222,086	24,590,639
Pacheco Bill Compliance:					
There were no individual consulting agreements in excess of \$25,000 that required a budget revision during the month of May 2020.					

Budget Variance Detail for
May 2020
June 18, 2020 Board Meeting

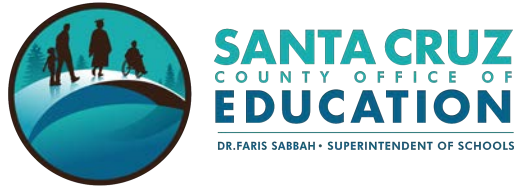
			2019-20	2019-20	Variance		2019-20
Description (Object Code Range)	Res	Program	Adopted Budget	Board Meeting 05/21/20	Unrestricted	Restricted	Board Meeting 06/18/20
REVENUE							
Local Control Funding Formula (8010-8099)			27,942,549	28,813,209			
Estimated Actuals Adjustment	0030	Educational Services			(33,333)		
Estimated Actuals Adjustment	0090	EDUCATION & ADMIN OPERATIONS			16,470		
Estimated Actuals Adjustment	0610	JUVENILE COURT SCHOOLS			(260,592)		
Estimated Actuals Adjustment	0611	JUVENILE COURT SUPPLEMENTAL			(149,023)		
Estimated Actuals Adjustment	0620	COUNTY COMMUNITY SCHOOLS			326,516		
Estimated Actuals Adjustment	0621	COUNTY COMMUNITY SUPPLEMENTAL			85,836		
Estimated Actuals Adjustment	1400	EDUCATION PROTECTION ACCOUNT			26,770		
Estimated Actuals Adjustment	6500	SPECIAL EDUCATION				1,253	
Total Local Control Funding Formula			27,942,549	28,813,209	12,644	1,253	28,827,106
Federal Revenues (8100-8299)			6,890,894	7,045,206			
Revise MAA Revenue (per amt rcvd, for 20/21 carryover)	0000	NO REPORTING REQUIRMENTS			66,103		
Update MAA PassThru	0060	Administration			(750,000)		
Total Federal Revenues			6,890,894	7,045,206	(683,897)	-	6,361,309
State Revenues (8300-8599)			7,366,389	5,306,350			
Estimated Actuals Adjustment	6500	SPECIAL EDUCATION				(1,253)	
CDE Approved 18/19 Carryover	7135	ENVIRONMENTAL EDUCATION				1,541	
Budget Revision, STRS On-Behalf	7690	STRS ON-BEHALF PENSION CONTRIBUTION				303,027	
Total State Revenues			7,366,389	5,306,350	-	303,315	5,609,665
Local Revenues (8600-8799)			9,029,508	9,994,735			
Increased Allocation	0080	Safety Program			739		
COVID-19 Revenue Loss	9010	OTHER RESTRICTED LOCAL				(398,204)	
Increased Revenue	9064	S4C				7,232	
Total Local Revenues			9,029,508	9,994,735	739	(390,972)	9,604,502
Other Financing Sources (8900-8997)				(10,778)			
Estimated Actuals Adjustment	0030	Educational Services			(3,084)		
Estimated Actuals Adjustment	0050	Operations			(12,205)		
Estimated Actuals Adjustment	0060	Administration			(253,359)		
Estimated Actuals Adjustment	0086	Technology Admin			(43,879)		
Estimated Actuals Adjustment	0090	EDUCATION & ADMIN OPERATIONS			4,971		
Estimated Actuals Adjustment	0610	JUVENILE COURT SCHOOLS			90,157		
Estimated Actuals Adjustment	0611	JUVENILE COURT SUPPLEMENTAL			46,588		
Estimated Actuals Adjustment	0620	COUNTY COMMUNITY SCHOOLS			(136,745)		
Estimated Actuals Adjustment CTE Contribution	0830	CAREER TECHNICAL EDUCATION PARTNERSHIP			3,939		
COVID-19 Revenue Loss (Increase Contribution)	9010	OTHER RESTRICTED LOCAL				314,395	
Total Other Financing Sources			-	(10,778)	(303,617)	314,395	-
TOTAL REVENUE			51,229,339	51,148,722	(974,131)	227,991	50,402,582

Budget Variance Detail for
May 2020
June 18, 2020 Board Meeting

			2019-20	2019-20	Variance		2019-20
Description (Object Code Range)	Res	Program	Adopted Budget	Board Meeting 05/21/20	Unrestricted	Restricted	Board Meeting 06/18/20
EXPENDITURES							
Certificated Salaries (1000-1999)			10,305,237	10,333,193			
Estimated Actuals Adjustment	0030	Educational Services			(32,382)		
Estimated Actuals Adjustment	0060	Administration			404		
Estimated Actuals Adjustment	0086	Technology Admin			5,095		
Estimated Actuals Adjustment	3183	ESSA School Improvement COE				(569)	
Total Certificated Salaries			10,305,237	10,333,193	(26,883)	(569)	10,305,741
Classified Salaries (2000-2999)			12,326,728	12,027,092			
Estimated Actuals Adjustment	0030	Educational Services			(702)		
Estimated Actuals Adjustment	0040	Maintenance			3,985		
Estimated Actuals Adjustment	0060	Administration			(4,318)		
Estimated Actuals Adjustment	0086	Technology Admin			(18,455)		
Estimated Actuals Adjustment	0090	EDUCATION & ADMIN OPERATIONS			6,025		
Estimated Actuals Adjustment	0621	COUNTY COMMUNITY SUPPLEMENTAL			(13,000)		
Estimated Actuals Adjustment	9010	OTHER RESTRICTED LOCAL				2,141	
Total Classified Salaries			12,326,728	12,027,092	(26,465)	2,141	12,002,768
Employee Benefits (3000-3999)			13,167,744	12,828,590			
Estimated Actuals Adjustment	0030	Educational Services			2,014		
Estimated Actuals Adjustment	0040	Maintenance			35		
Estimated Actuals Adjustment	0060	Administration			(2,904)		
Estimated Actuals Adjustment	0086	Technology Admin			(1,538)		
Estimated Actuals Adjustment	0090	EDUCATION & ADMIN OPERATIONS			699		
Estimated Actuals Adjustment	1100	LOTTERY: UNRESTRICTED			201		
Budget Revision, STRS On-Behalf	7690	STRS ON-BEHALF PENSION CONTRIBUTION				303,027	
Clear SACS Error	9411	MIGRANT HEAD START-FED PASS TH				(50)	
Total Employee Benefits			13,167,744	12,828,590	(1,492)	302,977	13,130,075
Books and Supplies (4000-4999)			1,824,785	3,246,154			
Fees for SC Cons Memb & Ed Week	0000	NO REPORTING REQUIRMENTS			(172)		
Estimated Actuals Adjustment	0030	Educational Services			(99,564)		
Estimated Actuals Adjustment	0040	Maintenance			(7,495)		
Estimated Actuals Adjustment	0060	Administration			(237,443)		
Estimated Actuals Adjustment	0086	Technology Admin			(29,462)		
Estimated Actuals Adjustment	0090	EDUCATION & ADMIN OPERATIONS			(162,733)		
BR#36-FUND MISC STRINGS	0620	COUNTY COMMUNITY SCHOOLS			(3,400)		
BR#36-FUND MISC STRINGS	0621	COUNTY COMMUNITY SUPPLEMENTAL			13,000		
Estimated Actuals Adjustment	1100	LOTTERY: UNRESTRICTED			(31,941)		
Estimated Actuals Adjustment	3183	ESSA School Improvement COE				569	
Powerschool req R20-01292	6500	SPECIAL EDUCATION				(1,000)	
Estimated Actuals Adjusts, 1920 Medical Therapy Unit	9010	OTHER RESTRICTED LOCAL				(89,071)	
Total Books and Supplies			1,824,785	3,246,154	(559,210)	(89,502)	2,597,443

Budget Variance Detail for
May 2020
June 18, 2020 Board Meeting

			2019-20	2019-20	Variance		2019-20
Description (Object Code Range)	Res	Program	Adopted Budget	Board Meeting 05/21/20	Unrestricted	Restricted	Board Meeting 06/18/20
Services, Other Operating Expenses (5000-5999)			9,627,325	9,883,494			
Fees for SC Cons Memb & Ed Week	0000	NO REPORTING REQUIRMENTS			172		
Estimated Actuals Adjustment	0030	Educational Services			(60,540)		
Estimated Actuals Adjustment	0040	Maintenance			3,475		
Estimated Actuals Adjustment	0050	Operations			(12,205)		
Estimated Actuals Adjusts, Diversity Center Contract	0060	Administration			(60,731)		
Estimated Actuals Adjustment	0086	Technology Admin			3,650		
Estimated Actuals Adjusts, Behavioral Health Initiative, Refrigeration Line	0090	EDUCATION & ADMIN OPERATIONS			(65,169)		
Estimated Actuals Adjustment	0091	SPECIAL PROJECTS			(13,450)		
BR#36-FUND MISC STRINGS	0620	COUNTY COMMUNITY SCHOOLS			3,400		
SHI Vmware, Estimated Actuals Adjusts	1100	LOTTERY: UNRESTRICTED			42,885		
Estimated Actuals Adjustment	1400	EDUCATION PROTECTION ACCOUNT			26,770		
Webabbls subscription	6300	LOTTERY:INSTRUCTIONAL MATL				1,700	
Powerschool req R20-01292	6500	SPECIAL EDUCATION				1,000	
18-19 carry over \$1540.83	7135	ENVIRONMENTAL EDUCATION				1,403	
Est Acts Adjusts, 1920 Medical Therapy Unit EA Update	9010	OTHER RESTRICTED LOCAL				(172,340)	
New Revenue and Unused Exp to Carryover	9064	S4C				(10,179)	
Estimated Actuals Adjustment	9660	SCHLR - ALT ED				(5,000)	
Total Services, Other Operating Expenses			9,627,325	9,883,494	(131,743)	(183,415)	9,568,336
Capital Outlay (6000-6999)			1,671,300	161,876			
Refrigeration Line	0090	EDUCATION & ADMIN OPERATIONS			(5,000)		
Total Capital Outlay			1,671,300	161,876	(5,000)	-	156,876
Other Outgo (7100-7299, 7400-7499)			5,724,756	5,724,756			
Update MAA PassThru	0060	Administration			(750,000)		
Total Other Outgo			5,724,756	5,724,756	(750,000)	-	4,974,756
Interprogram Support Services (7300-7399)			(92,842)	(149,780)			
Estimated Actuals Adjustments	0030	Educational Services			(18,432)		
Estimated Actuals Balance Indirects	0060	Administration			44,158		
CDE Approved 18/19 Carryover	7135	ENVIRONMENTAL EDUCATION				138	
Est Acts Adjusts, 1920 Medical Therapy Unit	9010	OTHER RESTRICTED LOCAL				(23,983)	
New Revenue and Unused Exp to Carryover	9064	S4C				(1,881)	
Total Interprogram Support			(92,842)	(149,780)	25,726	(25,726)	(149,780)
Interfund Transfers Out (7600-7629)			31,000	567,070			
Adj LCFF & EPA Rev Amounts, Increase Fd 09 Contribution	0090	EDUCATION & ADMIN OPERATIONS			24,662		
Total Interfund Transfers Out			31,000	567,070	24,662	-	591,732
TOTAL EXPENDITURES			54,586,033	54,339,892	(1,450,405)	5,905	52,895,392
BEGINNING FUND BALANCE			27,366,002	27,366,002			27,366,002
NET INCREASE (DECREASE) IN FUND BALANCE			(3,356,693)	(3,473,723)	476,274	222,086	(2,775,363)
ENDING FUND BALANCE			24,009,309	23,892,279			24,590,639



SANTA CRUZ COUNTY BOARD OF EDUCATION

AGENDA ITEM

Board Meeting Date: June 18, 2020

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Action

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Information

TO: Santa Cruz County Board of Education

FROM: Rebecca Olker, Interim Deputy Superintendent, Business Services

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>
Countywide Distance Learning Support	Aruba Networks	(2) K-12 Education Connectivity Bundles (Est. value ~\$11,189.50 each)

FUNDING IMPLICATIONS

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



SPECIAL PROGRAM

K-12 EDUCATION CONNECTIVITY BUNDLE

COVID-19 RESPONSE PROGRAM

INTRODUCTION

With the spread of COVID-19, Aruba is doing everything in its power to help those on the front lines of the crisis. That's why we're donating products through our K-12 education connectivity bundles. These bundles are designed for rapid provisioning and deployment of outdoor Wi-Fi access areas in support of students who may not have internet access at home.

TELL ME MORE ABOUT THE BUNDLES

Aruba has created two separate K-12 education connectivity bundles to support this rapid-response program:

- **Option 1:** An outdoor Wi-Fi solution for smaller sites within 100 meters (330 ft) proximity of parent location
- **Option 2:** An extended-range outdoor Wi-Fi solution for larger sites beyond 100 meters (330 ft)

Each bundle features Aruba outdoor access point(s), a UXI sensor, with an option to include two fiber-ready switches to rapidly expand the perimeter of school networks. Bundles can be adjusted for **non-standard deployments**. In addition, the Airheads Volunteer Corps is available for additional engineering support and expertise.

IS MY INSTITUTION ELIGIBLE?

Currently, all accredited public or private primary and/or secondary school districts and individual schools providing full-time instruction in the United States are eligible. The K-12 Education Connectivity Bundles are designed specifically for those with large populations affected by shelter-in-place ordinances due to the COVID-19 crisis.

HOW DO I APPLY FOR A BUNDLE?

To apply for the bundle, you must be nominated by your local Aruba account team. Get in immediate contact with them to start the application process. Bundles are donated on a first-come, first-serve basis. If you require additional engineering support and services, please let your Aruba account team know so they can coordinate with the Airheads Volunteer Corps. If you would like to sign up to be an Airheads Volunteer, go to community.arubanetworks.com.

IS THERE A LIMIT?

There is a limit of two bundles per account.

I HAVE MORE QUESTIONS

Aruba is here to help. Please follow up with your Aruba Account team.



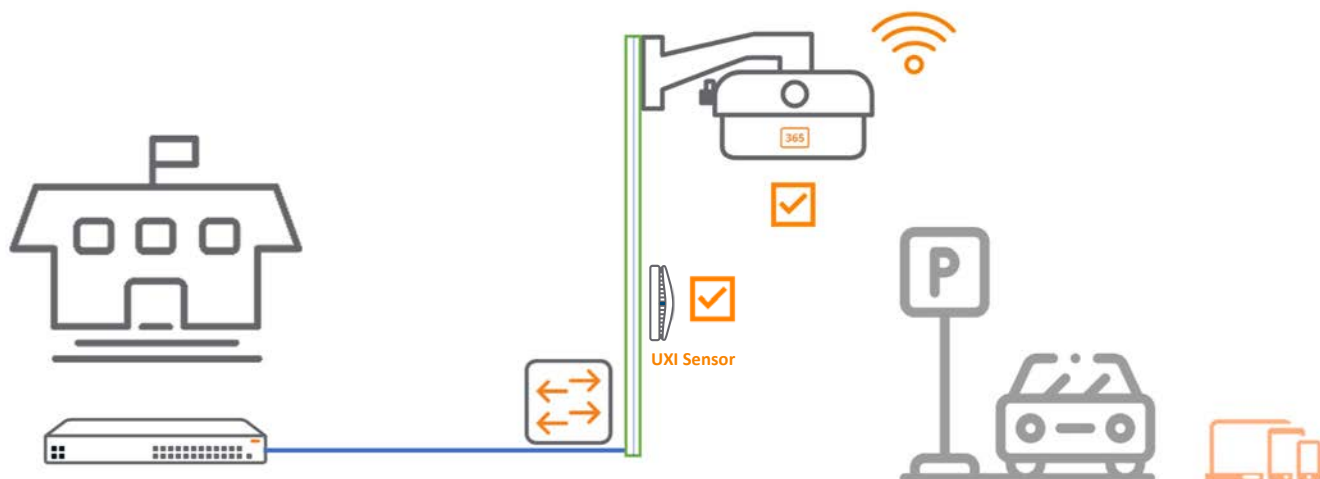
a Hewlett Packard
Enterprise company

www.arubanetworks.com

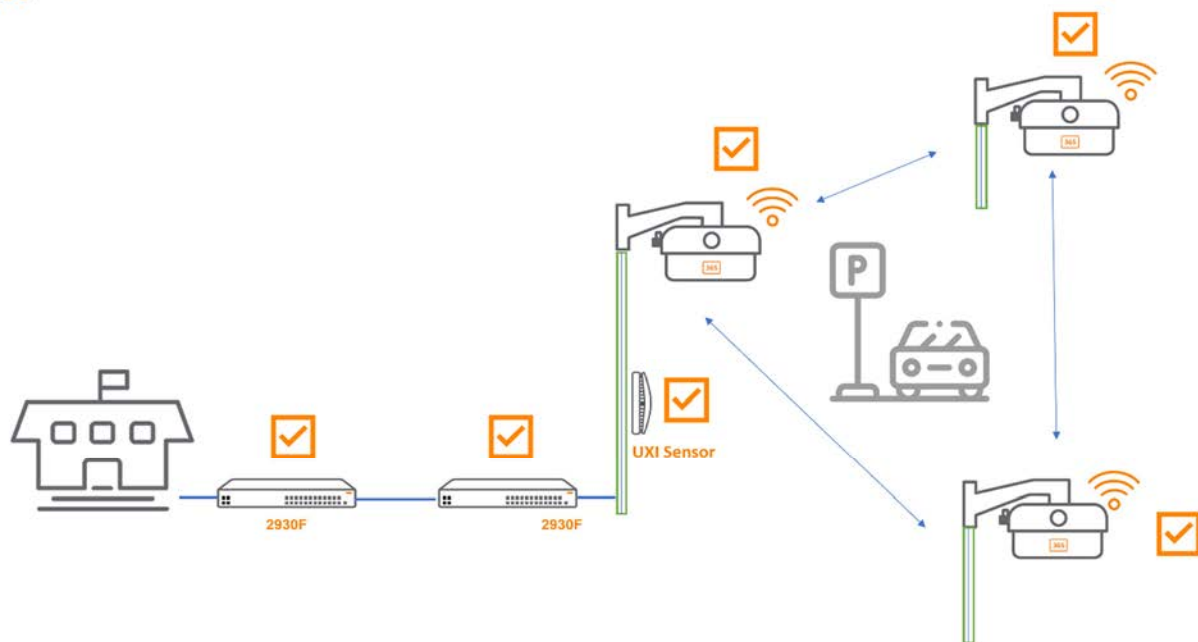
3333 Scott Blvd. | Santa Clara, CA 95054
1.844.472.2782 | T: 1.408.227.4500 | FAX: 1.408.227.4550 | info@arubanetworks.com

HIGH-LEVEL OVERVIEW OF AVAILABLE OPTIONS

OPTION 1 Smaller Sites



OPTION 2 Larger Sites



HEWLETT PACKARD ENTERPRISE TERMS AND CONDITIONS FOR DONATIONS OF ARUBA EDUCATION CONNECTIVITY BUNDLES DURING THE COVID-19 PANDEMIC

Under the Aruba COVID-19 Pandemic Response program (“Program”), Hewlett Packard Enterprise Company or its affiliates (“HPE”) are donating, at no cost to the Recipient, secure Aruba Education connectivity kits, described in more detail in Exhibit 1, to support qualified education organizations in quickly meeting networking needs for students during the COVID-19 crisis. These Terms and Conditions shall apply to the Organization identified in the signature section (hereinafter, “Requestor” or “Recipient”)'s request and receipt of a donation under the Program.

Requestor hereby acknowledges and agrees that its submission of a request does not obligate HPE in any way to award any or all portions of the request. HPE shall determine Program Donations at its sole discretion. All donations shall be subject to these terms and conditions. No other terms and conditions executed shall apply to any Program donation unless pursuant to a writing executed by Recipient and HPE.

These Terms and Conditions shall convert to a binding agreement if and when HPE determines to provide a donation and upon Requestor's signature.

1. DEFINITIONS

a) “Delivery” means the date of delivery of a Program Donation pursuant to HPE's standard shipping method to a “Ship To” address identified by Recipient and approved by HPE, as evidenced by a proof of delivery (provided by HPE's designated freight carrier) and/or confirmation of receipt by Recipient.

b) “Manufacturer” means the entity, whether HPE or a third party, that manufactures Product(s) contained in a Program Donation.

c) “Product” means hardware, Software, documentation, accessories, supplies, parts and/or upgrades that are provided by the respective Manufacturer pursuant to a Program Donation.

d) “Program” means the provision of Aruba education connectivity kits as described in Exhibit 1.

e) “Program Donation” means the Product and Support services based on the configurations described in Exhibit 1.

f) “Recipient” shall have the definition provided above and shall include the entity that receives a Program Donation.

g) “Software” means any software program capable of operating on a controller, processor or other hardware Product, whether a separate Product included with another Product or fixed in hardware and not removable in normal operation.

h) "Specifications" means specific technical information about Products that is published in Product documentation in effect on the date Recipient's Program Donation is shipped.

i) "Support" means hardware maintenance and repair, Software updates and maintenance, training, and other standard support services that may or may not be provided by HPE or a third party designated by HPE ("Designee"), at HPE's sole discretion, pursuant to any Program Donation.

2. DELIVERY

Product is subject to Product availability should HPE grant Recipient's Program Donation. HPE shall undertake reasonable efforts to meet Recipient's Delivery requirements; provided, however, that nothing in these Terms and Conditions shall create an obligation for HPE to meet Recipient's Delivery requirements.

3. SHIPMENT AND RISK OF LOSS

Products will ship according to HPE's standard commercial shipping practice. Title and risk of loss and damage will pass to Recipient at the agreed upon "Ship To" address. Delivery of Products awarded may vary depending upon availability. HPE will attempt to consolidate a Product shipment to the extent that the Program Donation contains more than one Product; however, multiple Product shipments may occur.

4. ACCEPTANCE

Acceptance by Recipient occurs upon Delivery.

5. SUPPORT (if applicable; the terms of this Section 5 apply only if Support is provided as part of a Program Donation)

a) Grants of, or orders for, Support are subject to the terms of a Support Terms Exhibit or quotation in effect on the date of the Program Donation and included in writing with such Program Donation. Such terms shall be incorporated herein by reference.

b) To be eligible for Support, if any, Products must be at current specified revision levels and in good operating condition.

c) The Manufacturer may, at no additional charge, modify Products to (i) improve operation, supportability or reliability, or (ii) meet legal requirements.

d) Relocation of Products is solely Recipient's responsibility. Relocation may result in additional Support charges and modified service response times outside of the scope and coverage of the Program Donation. Support for Products moved to another country is subject to availability.

e) Notwithstanding any contrary provisions in these Terms and Conditions, Support shall not be provided with respect to any damage or failure of Products caused by (i) use of media, supplies, or other products not listed in the Program Donation, (ii) site conditions that do not conform to Specifications, or (iii) neglect, improper use, casualty, power disturbances, transportation by Recipient, work or modification by people other than authorized employees or subcontractors of HPE or as designated by HPE, or other causes beyond the control of HPE or a third party Manufacturer.

f) Recipient is solely responsible for maintaining a procedure (or procedures) external to the Products to reconstruct lost or altered Recipient files, data or programs. Recipient will have a representative present when any Support services are provided at Recipient's site. Recipient will notify HPE if Products are being used in an environment which poses a potential health hazard to employees or subcontractors of HPE or HPE designated entities whom are providing Support. HPE may, at its sole discretion, require Recipient to maintain such Products under HPE's supervision.

6. WARRANTY

The only Product warranty(ies) is/are the then-current warranty(ies) that ship with the Products. Nothing in a Program Donation or in these Terms and Conditions shall be deemed to affect such warranty(ies).

7. LICENSES

Software shall be licensed to Recipient pursuant to any license that accompanies the Software. Nothing in the Program Donation or in these Terms and Conditions shall be deemed to affect such license.

8. LIMITATION OF LIABILITY AND REMEDIES

a) Products are not specifically designed, manufactured or intended for sale as parts, components or assemblies for the planning, construction, maintenance, or direct operation of a nuclear facility. Recipient is solely responsible and liable, and waives all claims against HPE and each Manufacturer, if Products or Support are used for such purposes.

b) To the extent HPE is held legally liable to Recipient, HPE's liability is limited to (i) damages for bodily injury, and, (ii) direct damages to tangible property up to a limit of U.S. \$10,000.

c) To the fullest extent permitted by law, in no event will HPE or its affiliates, subcontractors or suppliers be liable for any of the following: (i) actual losses or direct damages other than the losses or damages identified in Section 8(b) above, (ii) damages for loss of data or software restoration, (iii) damages relating to Recipient's procurement of substitute products or services (i.e., "cost of cover"), or (iv) punitive, incidental, special, indirect, or consequential damages (including downtime costs or lost profits), even if the Recipient has

informed HPE of the possibility of such damages.

d) THE REMEDIES IN THESE TERMS AND CONDITIONS SHALL BE RECIPIENT'S SOLE AND EXCLUSIVE REMEDIES.

9. RECIPIENT'S REPRESENTATIONS, WARRANTIES, ACKNOWLEDGMENTS AND OBLIGATIONS

a) Recipient acknowledges that any Program Donation may only be used to provide networking capability to students as part of their response to the COVID-19 pandemic. Recipient represents and warrants that any Program Donation will be used for the intended purpose. At the conclusion of the COVID-19 pandemic, Recipient may retain title and license to Program Donation only subject to the restriction in Section 10.

b) Recipient further acknowledges and agrees that a Program Donation cannot be changed by the Recipient after HPE has made the Program Donation, but that HPE may choose a suitable substitute if any Product or service contained in a Program Donation is unavailable for any reason.

c) Recipient shall include the grant reference number ("Grant Reference Number"), if available, in all communications with HPE for Program Donation inquiries such as shipment status, delivery or warranty issues. If issued, Recipient's Grant Reference Number can be found on Recipient's "Approval Confirmation" email and the "Shipment Confirmation" email or on the packing slip of the Program Donation shipment.

e) Recipient acknowledges and agrees that upon Delivery of a Program Donation, it may be required to sign an acknowledgement of receipt and certification of use form required by the IRS, or as may be required by the government of the country in which the Recipient resides for HPE's tax returns. Where required, this form shall be executed and returned to HPE, or its designated agent, within 15 calendar days of Delivery of the Program Donation.

f) Recipient acknowledges and agrees that HPE may publicize a Program Donation in any reasonable and lawful manner. Photographs and names of minors will not be used without parental written consent. Recipient must obtain HPE's written consent prior to publicizing a Program Donation.

g) Recipient represents and warrants that its acceptance of a Program Donation under these Terms and Conditions is not in violation of any federal, state/provincial or local law or any code of conduct or internal rules or by-laws that govern the activities of the Recipient and that Recipient is authorized to receive the Program Donation.

10. ANTI-CORRUPTION CERTIFICATION

Recipient certifies that:

- a) Recipient, its owners, employees, officers, and directors are in compliance with legal requirements of all applicable laws relating to corruption, bribery, money laundering, political contributions, and gifts and gratuities in connection with private and Public Officials¹ (collectively, the “Anti-Corruption Laws”). Recipient has not received any notice that suggests or alleges that Recipient or any employee, officer, director, representative, or any other person associated with or acting on behalf of Recipient is, or may be, under investigation for violations of, or in violation of, any Anti-Corruption Laws.
- b) HPE advises the Recipient that HPE is subject to the US Foreign Corrupt Practices Act (“FCPA”), the UK Bribery Act (“UKBA”), as well as other global anti-corruption laws. These laws prohibit the payment or promise of payment of anything of value by HPE or its affiliates either directly or indirectly, to the representative of a commercial entity or an official of a foreign government, foreign political party, party official, or candidate for foreign office, for the purpose of influencing any act or decision in their official capacity, or inducing that official to use their influence with a foreign government to assist HPE or its affiliates, in obtaining, retaining, or directing business to any person, or in securing any improper business advantage. Recipient agrees that it has not and will not take any action which could cause HPE to be in violation of the FCPA, UKBA or any other applicable anti-corruption law or regulation in connection with this Program Donation. If the Recipient becomes aware of any such violation, it will immediately notify HPE.
- c) Where applicable in the United States, this Program Donation is being made pursuant to the Federal Communications Commission’s March 18, 2020 Order temporarily waiving the E-rate and Rural Health Care Programs’ gift rules to “enable service providers to offer, and participants to solicit and accept, improved connections or additional equipment for telemedicine or remote learning during the coronavirus outbreak.”
- d) Recipient will maintain books and records that accurately reflect its use of any Program Donation from HPE. Recipient will make those records available to HPE promptly upon request.

¹ “Public Official” means:

- Officers and employees of any (i) national, regional, local, or other government entity or any department or agency thereof, (ii) entity that is owned or controlled by a government entity, such as a state-owned enterprise, or (iii) public international organization
- Members of royal families
- Candidates for a political office, elected government officials at any level of government, political parties, and political party officials
- Any person acting in an official capacity for or on behalf of any such government or any of the foregoing
- Immediate family members (parents, children, spouses, and in-laws), significant others, close friends, and business associates of any person described above

- e) Recipient represents that accepting this Program Donation does not violate any rules or regulations applicable to Recipient and has obtained approval from its ethics officer, if required.
- f) Recipient will not sell, trade or give away the Program Donation for one year from date of delivery. Recipient will be eligible to maintain Support on the Product after six months.
- g) All information submitted by Recipient to HPE remains accurate and complete as of the date of this Certification. Recipient agrees to notify HPE promptly if any event occurs that would make any of the information previously submitted no longer accurate.

11. GENERAL

- a) HPE and its affiliates will not be liable for performance delays or for nonperformance, due to causes beyond its reasonable control.
- b) Recipient may not transfer any Program Donation, or assign any rights or obligations under a Program Donation, to another third party without the prior written approval of HPE's Corporate Affairs Office.
- c) Recipient will comply with all applicable laws and regulations related to its use of Products and Software, and a Program Donation, generally, including export and privacy laws and regulations, and shall obtain any required export and import authorizations.
- d) Disputes arising in connection with these Terms and Conditions will be governed by the laws of the country and state of Recipient's headquarters, excluding its conflict of laws principles.
- e) These Terms and Conditions and any exhibits constitute the entire agreement between HPE and Recipient, and supersede any previous communications, representations, understandings, or agreements between the parties, whether oral or written, regarding the Program. Recipient's additional or different terms and conditions will not apply. Recipient's receipt or use of Products and Support, if any, will constitute Recipient's further acceptance of these Terms and Conditions. The Terms and Conditions may not be changed except by an amendment signed by authorized representatives of HPE and Recipient.
- f) Notices. Any notices to be sent to HPE shall be directed to:

Contact Information: grant.request@HPE.com

Any notices to Recipient shall be directed to: The contact information as contained in the HPE grant administration system information sheet incorporated herein by reference.

By providing Recipient's signature, Recipient agrees that these Terms and Conditions establishes the agreement under which Recipient shall receive the Program Donation should HPE make such Program Donation.

I hereby represent that I am authorized to accept these Terms and Conditions on behalf of Recipient.

Signature

Title

Organization

Date

EXHIBIT 1

EDUCATION CONNECTIVITY BUNDLE

SKUs, parts, pricing and quantities are subject to change based on availability and market fluctuation. Any substitution will be based on a functionally equivalent offering. Recipient may receive two Aruba Education Connectivity Kit #1 or two Aruba Education Connectivity Kit #2 or a combination thereof based on their needs and existing IT systems. Exact Product information will be included on the packing slip. Prices listed estimate the value of the donation and will not be charged to the recipient.

Aruba Education Connectivity Kit #1

Part Number	Description	Quantity	Unit Price (USD)	Total (USD)
JX966A or JX967A	Aruba AP-365 Outdoor AP	1	\$1,360.00	\$1,360.00
H4XN9E	NBD Exchange Foundation Care for 6 months for AP-365	1	\$28.50	\$28.50
JW053A*	AP-270-MNT-V2 AP-270 Series Outdoor Pole/Wall Short Mount Kit	1	\$135.00	\$135.00
JW055A^	AP-270-MNT-H2 270 Series Mt Kit	1	\$65.00	\$65.00
Q9X65A or Q9X66A or Q9X67A	Aruba UXI Sensor	1	\$790.00	\$790.00
JW471AAE	Aruba LIC-ENT Enterprise (LIC-AP LIC-PEF LIC-RFP and LIC-AW) License Bundle E-LTU	1	\$300.00	\$300.00
			Total:	\$2,678.50

*Note- If JW053A is unavailable at time of shipment, JW052A can be substituted

^Note- If JW055A is unavailable at time of shipment, JW054A can be substituted



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Enterprise company

www.arubanetworks.com

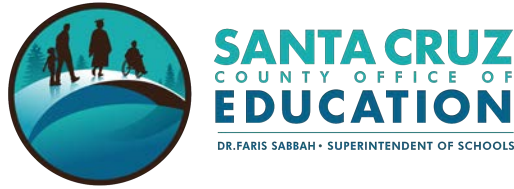
3333 Scott Blvd. | Santa Clara, CA 95054
1.844.472.2782 | T: 1.408.227.4500 | FAX: 1.408.227.4550 | info@arubanetworks.com

Aruba Education Connectivity Kit #2

Part Number	Description	Quantity	Unit Price (USD)	Total (USD)
JL258A	Aruba 2930F 8G PoE+ 2SFP+ Switch	2	\$1,680.00	\$3,360.00
HQ1M6E	Aruba 6 Months 24x7 Technical Support 2930F 8G 4SFP POE Service	2	\$47.00	\$94.00
J4858D	Aruba 1G SFP LC SX 500m MMF Transceiver	2	\$340.00	\$680.00
JX966A or JX967A	Aruba AP-365 Outdoor AP	3	\$1,360.00	\$4,080.00
H4XN9E	NBD Exchange Foundation Care for 6 months for AP-365	3	\$28.50	\$85.50
JW053A*	AP-270-MNT-V2 AP-270 Series Outdoor Pole/Wall Short Mount Kit	3	\$135.00	\$405.00
JW055A^	AP-270-MNT-H2 270 Series Mt Kit	3	\$65.00	\$195.00
Q9X65A or Q9X66A or Q9X67A	Aruba UXI Sensor	1	\$790.00	\$790.00
JW471AAE	Aruba LIC-ENT Enterprise (LIC-AP LIC-PEF LIC-RFP and LIC-AW) License Bundle E-LTU	5	\$300.00	\$1,500.00
			Total:	\$11,189.50

*Note- If JW053A is unavailable at time of shipment, JW052A can be substituted

^Note- If JW055A is unavailable at time of shipment, JW054A can be substituted



SANTA CRUZ COUNTY BOARD OF EDUCATION

AGENDA ITEM

Board Meeting Date: June 18, 2020

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Action



Information

TO: Santa Cruz County Board of Education

FROM: Jessica Little, Senior Director, SELPA

SUBJECT: Approval of the North Santa Cruz County SELPA Local Plan

BACKGROUND

The CDE's approval of a SELPA local plan is based on the capacity of the LEA or LEAs to ensure that special education programs and services are provided to all students with disabilities within the SELPA's identified geographic area and, whether the local plan adheres to the related provisions of special education law. Approval shall be based on the capacity of the SELPA to ensure special education programs and services are provided to all students with disabilities, and whether the local plan,

adheres to the guidelines established pursuant to EC Section 56122 for the development of a local plan;

includes all of the required components associated with a local plan as detailed in special education law; and

meets requirements for size and scope.

Revisions to the Local Plan Governance and Administration, Section B, must be reviewed by the CAC, county office of education (COE), and must be adopted by each local educational agency's (LEAs) governing board prior to being submitted to the CDE for review and consideration for approval (EC Section 56195.1). This requirement will not be construed as a prerequisite for submitting changes to the Annual Budget Plan,

Section D, or Annual Service Plan, Section E, which are elements of the Local Plan with annual submission requirements. Contacts and Certifications, Section A, must be completed and signed by the appropriate parties and included in any Local Plan submission.

SUPERINTENDENT'S RECOMMENDATION FOR BOARD ACTION:

Receive correspondence.

LOCAL PLAN
Section B: Governance and Administration
SPECIAL EDUCATION LOCAL PLAN AREA



California Department of Education
Special Education Division
January 2020

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B. Governance and Administration

California *Education Code (EC)* sections 56195 et seq. and 56205

Participating Local Educational Agencies

Participating local educational agencies (LEAs) included in the Special Education Local Plan Area (SELPA) local plan must be identified in Attachment I.

Special Education Local Plan Area—Local Plan Requirements

1. Describe the geographic service area covered by the local plan:

The North Santa Cruz County Special Education Local Plan Area (SELPA) is a multi-district SELPA comprised of 13 local educational agencies (LEAs) including 10 school districts: Bonny Doon Elementary, Happy Valley Elementary, Live Oak Elementary, Mountain Elementary, Pacific Elementary, Santa Cruz City Elementary, Santa Cruz City High School, San Lorenzo Valley Unified, Scotts Valley Unified, Soquel Union Elementary; two charter schools that are their own LEA for Special Education purposes; Delta Charter School, Pacific Collegiate Charter School; and the Santa Cruz County Office of Education (SCCOE). The SCCOE is designated as the Administrative Unit (AU) for the North Santa Cruz County SELPA.

The SCCOE is considered an LEA for all purposes of this agreement except where referred to as the AU. In adopting the local plan, each participating LEA agrees to carry out the duties and responsibilities assigned to it within the plan and to ensure equal access to programs and services to eligible persons requiring special education in the service region.

2. Describe the SELPA regional governance and administrative structure of the local plan. Clearly define the roles and structure of a multi-LEA governing body, or single LEA administration as applicable:

The regional governance and administrative structure of the SELPA is established by agreement among the governing boards of the member LEAs. It consists of the Special Education Coordinating Agency (SECA), the Special Education Council (SEC), and the Community Advisory Committee (CAC). The SELPA Director may convene additional advisory committees. The SELPA Director is responsible for coordination of the SELPA and implementation of the local plan.

The Roles and structure are defined below. Additional information can also be found in the Joint Powers Agreement (JPA), CAC by-laws, SECA by-laws and SELPA Procedural Handbook.

Special Education Coordinating Agency (SECA)

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The SELPA governance council, SECA, consists of the superintendent/chief administrative officers of each of the participating LEAs, each of whom provide a liaison function between the LEA governing board and SECA. LEA superintendents/chief administrators exercise their authority and responsibilities in accordance with policies and procedures of their local governing boards and within the voting procedures of the Special Education Coordinating Agency Joint Powers Agreement. A quorum shall consist of 7 members. A chair and vice-chair shall be elected annually. The SELPA Director serves an ex-officio member. SECA shall hold regular meetings at least quarterly each school year. All meetings of SECA shall be held according to law and the Brown Act.

SECA Responsibilities

Adopting SELPA policies, administrative regulations, procedures, resolutions, and guidelines for the management and implementation of special education programs and services within the SELPA;

Approving SELPA budgets and expenditures for regionalized services and SELPA program specialists;

Supervising the recruitment and selection process for the SELPA Director;

Providing direction to the SELPA Director for regionalized and program specialist services;

Directing that data be gathered, interpreted, and reported regarding the implementation, administration and operation of the local plan;

Reviewing data in order to monitor planned and actual accomplishments of special education programs in the districts that comprise the local plan;

Receiving and reviewing an annual report of all due process and compliance complaints filed within the SELPA;

Recommending special education policy for adoption by governing boards;

Review and approve amendments to the local plan, the SELPA annual service and budget plans;

Review and approve program transfers;

Review and approve any changes in the income distribution model; and

Evaluate the SELPA Director.

All SECA members have one vote and decisions will be made by a majority vote except in circumstances where state or federal mandates require a unanimous vote. A weighted vote may be held on any action item at the request of any member of SECA prior to the vote.

The County Superintendent of Schools

The County Superintendent of Santa Cruz County shall be designated as the Superintendent of the Responsible Local Agency (RLA). The RLA Superintendent will serve as a member of the Special Education Coordinating Agency (SECA) and will have the responsibility for the coordination and implementation of the Local Plan in accordance with approved policies and procedures.

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RLA Superintendent Responsibilities

Serve as a member of the SECA;

Serve as the employing agency for personnel who have responsibilities throughout the Local Plan Area. Such personnel will include, but not be limited to the SELPA Director and Program Specialists. Employment of such personnel will be in accordance with personnel policies and practices of the SCCOE and procedural employment policies approved by the SECA;

Employ appropriate classified personnel in support of the SELPA certificated staff;

Along with the SECA Chairperson and other member(s), provide for the annual evaluation of the SELPA administrator;

Receive and maintain accountability for the use of Regionalized Service funds appropriated to the SELPA;

Establish appropriate record keeping procedures to be followed by each LEA for purposes of maintaining accurate fiscal and accounting records in accordance with state and federal requirements and submit required reports to the appropriate authorities; Provide technical support for the Management Information System (MIS) necessary to comply with the requirements of the State Department of Education and,

Recommend to the SECA a plan for the sharing of regionalized service funds when LEAs are required to perform duties related to staff development, fiscal and accounting reports or other data gathering activities associated with required reporting activities.

Community Advisory Committee (CAC)

The CAC serves the Special Education Local Plan Area and the Special Education Coordinating Agency in an advisory capacity, in accordance with Education Code 56190-56194, by-laws, and the North Santa Cruz County SELPA Procedural Guidelines Handbook. CAC reviews and provides input into the development of the local plan, recommends annual priorities to be addressed by the SELPA, and assists in parent education and awareness. The CAC includes parents, students, special education and general education staff members, and community members appointed by LEA governing boards. At least a majority of the CAC shall be composed of parents of students enrolled in schools participating in the local plan and at least a majority of such parents shall be parents of students with disabilities within the SELPA.

CAC members shall be appointed by LEA governing boards. The SELPA Director or designee serves as ex-officio member of the CAC and acts as the liaison between the CAC and the SECA.

CAC Responsibilities

Advising the policy and administrative entity on the development, amendment, and review of the local plan; Recommending annual priorities to be addressed by the SELPA;

Assisting in parent education and in recruiting parents and other volunteers who may contribute to the implementation of the plan;

Encouraging community involvement in the development of the local plan; Supporting activities on behalf of individuals with exceptional needs; and

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Assisting in parent awareness of the importance of regular school attendance. The CAC shall have regularly scheduled meetings no less than two times per year. All meetings of the committee shall be held according to law and the Brown Act.

Special Education Council (SEC)

The SEC is an advisory body to the SELPA administrator and the Special Education Coordinating Agency. The SEC consists of special education administrators. The LEA special education administrators are responsible as individuals for the operation of their Local Education Agency programs to ensure that all eligible students with disabilities receive appropriate services. The purpose of SEC is to provide input to the SELPA Director regarding the local plan, special education program needs, professional development, the funding allocation model, the development of inter-agency agreements, policies, forms, and procedures.

Meetings of SEC also provide participants with a venue for sharing ideas regarding issues such as IEP development and implementation, curriculum, scope and sequence, student performance targets, assessments, instructional best practices, and day-to-day operations.

In addition, SEC:

Provides a summary at each meeting of SECA;

Acts as a conduit for information between the SELPA Director and each LEA's special education departments and/or others as needed;

Acts as a resource to the CAC and provides assistance in identifying an individual to serve as a liaison to the CAC Special Focus/ Ad Hoc Committees.

The SELPA Director may convene informal special focus advisory committees in areas such as fiscal monitoring, program development, SELPA adoption of student information systems, development and revision of IEP forms, development and revision of guidelines or procedures, and interagency agreements. Each committee will meet only as long as necessary to complete a specific purpose.

SELPA Director

The AU is responsible for the recruitment of the SELPA Director. The selection of a candidate for the position of SELPA Director shall be the responsibility of the SECA. The SECA conducts the evaluation of the SELPA Director. The SELPA Director assists in assuring that districts and the Santa Cruz County Office of Education provide a full continuum of programs and services to students with disabilities and that these programs and services are provided according to all legal mandates. The SELPA Director provides support and resources to members of the public, including parents or guardians of individuals requiring special education who are receiving services under the local plan, including the availability of established due process and legal service options and procedures. In cooperation with the State Department of Education, the

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SELPA Director provides information to ensure that all special education students receive due process of law.

Responsibilities of the SELPA Director – E. C. 56205 (D) (ii):

Under the direction of the RLA Superintendent and the SECA, the SELPA Director responsibilities shall include, but are not limited to:

Coordinating the implementation of all components of the local plan;

Preparing and implementing annual budget and service plans;

Developing, implementing, supervising, and evaluating regionalized services;

Overseeing the recruitment, supervision, and evaluation of SELPA staff;

Developing and implementing policies, procedures, and local agreements that will ensure that all students are provided with a free and appropriate public education;

Developing and maintaining interagency agreements with San Andreas Regional Center, California Children's Services, Head Start, and others as needed to ensure a full range of special education programs and services;

Ensuring appropriate use of federal, state, and local funds allocated for special education;

Preparing program and fiscal reports required by the LEAs, SELPA, and State Department of Education;

Developing and implementing a plan for personnel development, including training of staff and parents;

Providing technical assistance and consultation to LEAs in all areas of special education, including complaint and due process procedures;

Adopting and implementing a management information system;

Establishing and maintaining a positive relationship with all members of the SELPA;

Informing the superintendents of the status of the special education programs; and

Serving as an ex-officio member of the SECA and the CAC.

3. Describe the SELPA's regional policy making process. Clearly define the roles of a multi-LEA governing body, or single LEA administration as applicable related to the policy making process for coordinating and implementing the local plan:

SELPA policies, procedures, and local agreements necessary to support the implementation of the local plan, and as required by legal mandates, have been developed and are available upon request. These documents can be requested through the SELPA office.

According to the Joint Powers Agreement, the formal adoption of policies shall be by majority vote of LEA representatives at the SECA. Policy proposals and suggested amendments to, or revisions of, existing policies shall be submitted and suggested to all members of the Governing Council in writing prior to a regularly scheduled Council meeting in which such proposed policies, amendments, or revisions shall be read and discussed. Policies will, barring emergencies, be adopted or amended after consideration at two meetings of the Council. Policies may be approved for interim application on one reading but will require a second reading for formal adoption. The agenda minutes shall be marked to indicate policy matters.

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Directly following the approval or revision of any policy within the SELPA, Superintendents are charged with the task to work with LEA Administrators and staff to implement all SELPA adopted policies and procedures.

LEA Governing Boards

The governing board of each LEA shall approve its participation in the SELPA for Special Education. The local governing board responsibilities include, but are not limited to:
Approval of the local plan; Adoption of policies and procedures for special education programs and services within their districts; LEA compliance with all elements of the local plan;
Input on SELPA policies and procedures through the Superintendent of the LEA.

4. Clearly define the roles of the County Office of Education (COE) as applicable, and/or any other administrative supports necessary to coordinate and implement the local plan:

SELPA policies, procedures, and local agreements necessary to support the implementation of the local plan, and as required by legal mandates, have been developed and are available upon request. These documents can be requested through the SELPA office.

According to the Joint Powers Agreement, the formal adoption of policies shall be by majority vote of LEA representatives at the SECA. Policy proposals and suggested amendments to, or revisions of, existing policies shall be submitted and suggested to all members of the Governing Council in writing prior to a regularly scheduled Council meeting in which such proposed policies, amendments, or revisions shall be read and discussed. Policies will, barring emergencies, be adopted or amended after consideration at two meetings of the Council. Policies may be approved for interim application on one reading but will require a second reading for formal adoption. The agenda minutes shall be marked to indicate policy matters. Directly following the approval or revision of any policy within the SELPA, Superintendents are charged with the task to work with LEA Administrators and staff to implement all SELPA adopted policies and procedures.

LEA Governing Boards

The governing board of each LEA shall approve its participation in the SELPA for Special Education. The local governing board responsibilities include, but are not limited to:
Approval of the local plan; Adoption of policies and procedures for special education programs and services within their districts; LEA compliance with all elements of the local plan;
Input on SELPA policies and procedures through the Superintendent of the LEA.

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5. Describe the policies and procedures of the SELPA that allow for the participation of charter schools in the local plan:

Students enrolled in charter schools are entitled to special education services in a manner similar to those enrolled in public school in the district, charter schools within the SELPA shall comply with all requirements of applicable state and federal law regarding provision of special education services (Education Code §56000 et seq., Individuals with Disabilities Education Act 20 U.S.C. Chapter 33).

A charter school shall not discriminate against any pupil in its admission criteria, including on the basis of disability. The charter school's participation in the SELPA will be determined by whether it operates as a school of its chartering district or an LEA member of a SELPA. If the charter school is operating as an LEA member of the SELPA, the charter school shall be treated as all other SELPA-member LEAs by the administrative unit, SELPA Governing Board and the SELPA Administrator.

Charter schools that are categorized as dependent and not deemed an LEA for special education purposes are aligned with the chartering district. They will participate in the federal/state funding in the same manner as the other schools within the chartering district. The chartering district shall be responsible for ensuring that all children with disabilities enrolled in the charter school receive special education services in the same manner that is consistent with all applicable provisions of state and federal law. A charter school may apply to become an LEA for special education purposes. The Special Education Coordinating Agency Governing Council shall determine whether the charter school has provided requisite assurances. Once approved as an LEA, the charter school shall participate in the governance of the SELPA in the same manner as other school districts within the SELPA. LEA status will become effective on July 1 of the next school year.

Prior to final approval and full acceptance as a member LEA, the charter school will continue to be deemed a public school of the chartering district. Once approved, the LEA charter school will choose a representative to the Governance Board and a representative to the Special Education Council. The representative to the Governance Board must be the chief executive officer pursuant to the Governance Board bylaws. The representative to the Special Education Council shall be an authorized agent designated by the governing board of the charter school. If disapproved of LEA status, the SELPA administrator will provide the applicant with a written finding that delineates the reason(s) for disapproval. Once deemed a member LEA, the charter school, like other member LEAs shall:

Fully participate in governance of the SELPA in the manner outlined in the local plan and shall choose a representative to the SELPA Governance Council and to the SELPA Special Education Council;
Accept all responsibilities of an LEA in the implementation of the local plan;
Fully comply with policies and procedures outlined in the local plan and procedural handbooks;

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Contribute to, participate in, and receive the benefits of regionalized services;
 Receive state and federal funding for special education in accordance with the SELPA AB 602 Funding Allocation Plan;
 Be responsible for all costs incurred in the provision of special education and related services, including but not limited to instruction, services, transportation, nonpublic school/agency placements, inter/intra SELPA placements, due process proceedings, complaints and attorney fees, without regard for the location in which the student may reside;
 Document that all state and federal special education funds apportioned to the charter school are used for the sole purpose of providing special education instruction and/or related services to identified students with disabilities; and
 Return any special education apportionment not used solely for the purpose of providing special education instruction and/or related services to identified students with disabilities, if recaptured by the SELPA for reallocation to other LEAs. Annually collect data and submit to the SELPA by June 30 of each year, the total number of students who submitted an application and were accepted into the charter school in the previous school year (i.e., submit June 30, 2019 for the 2018-2019 school year): the number of general education and special education student (students with either an Individualized Education Plan (IEP) or Section 504 Plan) who applied for admission to the charter school; and the number of general education and special education students who were admitted to the charter school during the previous school year. Following approval by the Governance Board, the SELPA local plan must be amended, the governing boards of all participating LEAs must approve the amendment, and the amended local plan must be submitted to CDE for final approval. If the approval of a charter school as an LEA requires a change in the SELPA AB 602 Funding Allocation Plan, such change shall be adopted pursuant to the policy-making process outlined in the local plan. A request by a charter school to participate as an LEA in the North Santa Cruz County SELPA will not be treated differently from a similar request made by a school district. In reviewing and approving such a request, the following requirements shall apply:
 The charter school shall participate in state and federal funding for special education and receive funding in the same manner as other LEAs of the SELPA as specified in the SELPA income distribution model;
 The charter school shall participate in the governance of the SELPA in the same manner as other LEAs of the SELPA; and
 The addition of new members to the North Santa Cruz County SELPA, as approved by SECA, shall be followed by an amendment to the local plan.

It is the Community Advisory Committee's intent to take a proactive interest in all matters concerning the Local Plan and the children and families which it serves. It is directly involved in both the planning and implementation being done on their behalf.

The CAC serves the Special Education Local Plan Area and the Special Education Coordinating Agency in an advisory capacity, in accordance with Education Code 56190-56194 and the North Santa Cruz SELPA CAC by-laws. CAC reviews and provides input into the development of the local plan, recommends annual priorities to be addressed by the SELPA, and assists in parent education and awareness. The CAC includes parents, students, special education and general

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education staff members, and community members appointed by LEA governing boards. The majority of members are parents, and the majority of parents are parents of children with disabilities within the SELPA.

CAC members shall be appointed by LEA governing boards. The SELPA Director or designee serves as ex-officio member of the CAC and acts as the liaison between the CAC and the SECA.

CAC Responsibilities

Advising the policy and administrative entity on the development, amendment, and review of the local plan;

Recommending annual priorities to be addressed by the SELPA;

Assisting in parent education and in recruiting parents and other volunteers who may contribute to the implementation of the plan;

Encouraging community involvement in the development of the local plan;

Supporting activities on behalf of individuals with exceptional needs; and

Assisting in parent awareness of the importance of regular school attendance.

The CAC shall have regularly scheduled meetings not less than two times per year. All meetings of the committee shall be held according to law and the Brown Act.

6. Identify and describe the representation and participation of the SELPA community advisory committee (CAC) pursuant to EC Section 56190 in the development of the local plan:

It is the Community Advisory Committee's intent to take a proactive interest in all matters concerning the Local Plan and the children and families which it serves. It is directly involved in both the planning and implementation being done on their behalf.

The CAC serves the Special Education Local Plan Area and the Special Education Coordinating Agency in an advisory capacity, in accordance with Education Code 56190-56194 and the North Santa Cruz SELPA CAC by-laws. CAC reviews and provides input into the development of the local plan, recommends annual priorities to be addressed by the SELPA, and assists in parent education and awareness. The CAC includes parents, students, special education and general education staff members, and community members appointed by LEA governing boards. The majority of members are parents, and the majority of parents are parents of children with disabilities within the SELPA.

CAC members shall be appointed by LEA governing boards. The SELPA Director or designee serves as ex-officio member of the CAC and acts as the liaison between the CAC and the SECA.

CAC Responsibilities

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Advising the policy and administrative entity on the development, amendment, and review of the local plan; Recommending annual priorities to be addressed by the SELPA; Assisting in parent education and in recruiting parents and other volunteers who may contribute to the implementation of the plan; Encouraging community involvement in the development of the local plan; Supporting activities on behalf of individuals with exceptional needs; and Assisting in parent awareness of the importance of regular school attendance.

The CAC shall have regularly scheduled meetings not less than two times per year. All meetings of the committee shall be held according to law and the Brown Act.

7. Describe the SELPA's process for regular consultations regarding the plan development with representative of special education and regular education teachers, and administrators selected by the groups they represent and parent members of the CAC:

The SELPA Director shall be responsible for the coordination of the development of any proposed amendments to the local plan. Amendments to the permanent portion of the local plan may be considered at any time. The SECA may adopt changes to the local plan on an interim basis, not to exceed one school year. To formally adopt proposed and interim amendments the following procedure shall be followed:

A committee comprised of special and regular education teachers and administrators, as well as CAC representatives shall be convened to provide input and make recommendations regarding the proposed or interim amendments to the local plan.

The CAC and other advisory groups as determined appropriate by the SELPA Director will review the recommended amendments to the local plan, as presented by the committee, and provide additional input and revision, if needed.

The SECA will review and approve the final draft amendments of the local plan and submit to the LEA governing boards for approval.

LEA governing boards will review and take action on the recommended amendments to the local plan within 60 days of submission from the SECA.

Amendments require the approval of each LEA governing board.

Following approval by all LEA governing boards, the SELPA will submit the local plan to the State Department of Special Education for submission to the State Board of Education.

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8. Identify and describe the responsible local agency (RLA), Administrative Unit (AU), or other agency who is responsible for performing tasks such as the receipt and distribution of funds, provision of administrative support, and coordination and implementation of the plan:

All funds flow from the State directly to the North Santa Cruz County (NSCC) Special Education Local Plan Area (SELPA) Administrative Unit (AU), which is the Santa Cruz County Office of Education (SCCOE). The SELPA Administrative Unit (AU), in turn, allocates the funds to SELPA-member Local Education Agencies (LEAs or districts) according to the SELPA AB602 Allocation Plan.

AB602 Allocation Plan Income Distribution Model and Maintenance of Effort

An income distribution model has been adopted by the SELPA and shall be reviewed and revised on a regular basis. The model distributes all funds pursuant to applicable state and federal regulations. Each LEA acknowledges the obligation to maintain the level of general fund contribution towards the provision of special education services at a level equal to or greater than that of the prior year (Maintenance of Effort), in compliance with state and federal mandates. The County Superintendent of the Santa Cruz County Office of Education shall be designated as the Superintendent of the Responsible Local Agency (RLA). The RLA Superintendent will serve as a member of the Special Education Coordinating Agency (SECA) and will have the responsibility for the coordination and implementation of the Local Plan in accordance with approved policies and procedures.

RLA Superintendent Responsibilities

Serve as a member of the SECA;
Receive and maintain accountability for the use of Regionalized Service funds appropriated to the SELPA;

Establish appropriate record keeping procedures to be followed by each LEA for purposes of maintaining accurate fiscal and accounting records in accordance with state and federal requirements and submit required reports to the appropriate authorities;

Recommend to the SECA a plan for the sharing of regionalized service funds when LEAs are required to perform duties related to staff development, fiscal and accounting reports or other data gathering activities associated with required reporting activities.

Administrative Unit (AU)

The SECA has designated the SCCOE as the AU for the SELPA. The AU is the SELPA's fiscal agent and is responsible for implementing the following functions according to an MOU between the AU and SELPA:

Receipt and distribution of special education funds for the operation of special education

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programs and services, pursuant to state and federal law;

Administrative support, including establishing and maintaining an office for SELPA staff;

Employment of SELPA staff to coordinate implementation of the local plan.

9. Describe the contractual agreements and the SELPA's system for determining the responsibility of participating agency for the education of each student with special needs residing within the geographical area served by the plan:

Each Local Education Agency (LEA) member of the North Santa Cruz County SELPA shall ensure that interagency agreements and other means of interagency coordination are in effect to ensure services required for a free appropriate public education (FAPE) are provided.

Interagency agreements necessary to support the implementation of the local plan, and as required by legal mandates, have been developed with the following agencies: California Children's Services, Encompass Community Services, Head Start, San Andreas Regional Center.

Other interagency agreements will be developed as needed. Copies of these documents can be requested through the SELPA office.

Each LEA is responsible for obtaining and implementing all services as outlined in Individual Education Plans (IEPs) and Individual Family Service Plans (IFSPs) to ensure a free appropriate public education (FAPE).

When IEP services and placements are needed that are not available or accessible through the SELPA's interagency agreements, LEAs may choose to enter into a contractual agreement for services with a non-public agency (NPA) or non-public school (NPS) pursuant to the SELPA Master Contract.

The LEA representative shall review the master contract, create an individual services agreement (ISA), and review the IEP to ensure that all services agreed upon and specified in the IEP are provided. Each LEA that contracts with a nonpublic, nonsectarian school shall evaluate the placement of its student(s) in such schools on at least an annual basis and prior to placement as part of the annual IEP review. The LEA shall conduct at least one onsite monitoring visit each school year they have a student placed via a master contract.

The monitoring visit shall include:

A review of services provided through the ISA

A review of progress on goals

A review of progress on goals specific to a Behavior Intervention Plan (BIP)

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An observation of the pupil during instruction

A walkthrough of the facility

Submit the findings of the monitoring visit to the California Department of Education (CDE) within 60 days of the visit.

All nonpublic school and nonpublic agency contractor services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 et seq and within the professional scope of practice of each provider's license, certification and/or credential.

The contractor shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. The contractor shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to contractor.

10. For multi-LEA local plans, specify:

- a. The responsibilities of each participating COE and LEA governing board in the policymaking process:

According to the Joint Powers Agreement, the formal adoption of policies shall be by majority vote of LEA representatives at the SECA. Policy proposals and suggested amendments to or revisions of existing policies shall be submitted and suggested to all members of the Governing Council in writing prior to a regularly scheduled Council meeting in which such proposed policies, amendments, or revisions shall be read and discussed. Policies will, barring emergencies, be adopted or amended after consideration at two meetings of the Council. Policies may be approved for interim application on one reading but will require a second reading for formal adoption. The agenda minutes shall be marked to indicate policy matters.

Directly following the approval or revision of any policy within the North Santa Cruz County SELPA, Superintendents are charged with the task to work with LEA Administrators and staff to implement all SELPA adopted policies and procedures.

Santa Cruz County Office of Education and LEA Governing Boards

The governing board of each LEA and the Santa Cruz County Office of Education shall approve its participation in the North Santa Cruz County Local Plan for Special Education.

The local governing board responsibilities include, but are not limited to:

Approval of the local plan;

Adoption of policies and procedures for special education programs and services within their districts;

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Compliance with all elements of the local plan;
Input on SELPA policies and procedures through the superintendent of the LEA or County

- b. The responsibilities of the superintendents of each participating LEA and COE in the implementation of the local plan:

The Responsible Local Agency (RLA) is the Santa Cruz County Superintendent. The RLA and the Superintendents/Administrators of each LEA are responsible to their respective governing boards for the implementation of all elements of the local plan.

LEA and COE Superintendents

Serve as a member of the SECA;
Assist in the identification of special education program and service needs for the North Santa Cruz County SELPA through participation on the SECA; and
Communicate SELPA information to their governing boards.

LEA Special Education Administrators

LEA Special Education Administrators are responsible for the coordination of special education services and programs within their agencies and for the implementation of the local plan.

LEA Governing Boards

The governing board of each LEA shall approve its participation in the North Santa Cruz County Local Plan for Special Education. The local governing board responsibilities include, but are not limited to:

Approval of the local plan;
Adoption of policies and procedures for special education programs and services within their districts;
LEA compliance with all elements of the local plan;
Input on SELPA policies and procedures through the superintendent of the LEA; and,
Appointment of individuals to the CAC.

- c. The responsibilities of each LEA and COE for coordinating the administration of the local plan:

Local Educational Agency (LEA) and County Office of Education (COE) Responsibilities:

Board policy of each LEA member of the North Santa Cruz County SELPA Local Plan shall indicate that the LEA is responsible for educating children with disabilities in the least restrictive

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environment (LRE). Placement in special education programs or services occurs only when the nature or severity of the disability is such that the child's education, even with the use of modifications of the general education program, or use of supplementary aids or programs, cannot be achieved satisfactorily. Children with disabilities are served in their home districts whenever the needs identified on the individualized education program (IEP) can be met within the home district. However, it is recognized that some students have unique educational needs that cannot be met in their home districts. Because of such identified unique educational needs, some students receive services from other districts and/or the SCCOE within the SELPA.

LEA responsibilities include, but are not limited to:

- Coordinating and conducting Child Find activities;
- Developing and providing programs and services for all eligible students residing in the district and for students at private schools located in the district;
- Identifying and serving students in medical, foster or LCI facilities;
- Participating in state/district-wide assessments;
- Operating all special education programs and services in accordance with state and federal laws and regulations;
- Responding to compliance and due process complaints and implementing the decisions of compliance investigations or due process hearings;
- Utilizing the same management information system, forms, procedures and guidelines as all other districts within the SELPA; and
- Collecting and completing state and federal reporting requirements; including, but not limited to: timely submission of compliance and monitoring reports, self-reviews, comprehensive verification reviews, and other data submission as required by state and federal law.

LEA Governing Boards

The governing board of each LEA shall approve its participation in the North Santa Cruz County Local Plan for Special Education. The local governing board responsibilities include, but are not limited to:

- Approval of the local plan;
- Adoption of policies and procedures for special education programs and services within their districts;
- LEA compliance with all elements of the local plan;
- Input on SELPA policies and procedures through the superintendent of the LEA; and,
- Appointment of individuals to the CAC.

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11. Identify the respective roles of the RLA/AU, the SELPA administrator, and the individual LEAs associated with the SELPA related to:

- a. The hiring, supervision, evaluation, and discipline of the SELPA administrator and staff employed by the AU in support of the local plan:

The AU is responsible for the recruitment of the SELPA Director. The selection of a candidate for the position of SELPA Director shall be the responsibility of the SECA. The SECA supervises, disciplines, and conducts the evaluation of the SELPA Director in conjunction with the RLA/AU in accordance with the personnel policies and practices of the Santa Cruz County Office of Education.

RLA/ AU Superintendent Responsibilities

Serve as a member of the SECA;
 Serve as the employing agency for personnel who have responsibilities throughout the Local Plan Area. Such personnel will include, but not be limited to the SELPA Director and Program Specialists. Employment of such personnel will be in accordance with personnel policies and practices of the SCCOE and procedural employment policies approved by the SECA;
 Employ appropriate classified personnel in support of the SELPA certificated staff;
 Along with the SECA Chairperson, provide the evaluation of the SELPA administrator.

SELPA Administrator:

Comply with AU personnel policies and procedures under the direction and supervision of the SECA and AU.

Individual LEA SECA Responsibilities

Supervising the recruitment and selection process for the SELPA Director;
 Providing direction to the SELPA Director;
 Directing that data be gathered, interpreted, and reported regarding the implementation, administration and operation of the local plan;
 Reviewing data in order to monitor planned and actual accomplishments of special education programs in the districts that comprise the local plan;
 Review and approve amendments to the local plan, the SELPA annual service and budget plans;
 Evaluate the SELPA Director.

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- b. The local method used to distribute federal and state funds to the SELPA RLA/AU and to LEAs within the SELPA:

All funds flow from the State directly to the North Santa Cruz County (NSCC) Special Education Local Plan (SELPA) Administrative Unit (AU), which is the Santa Cruz County Office of Education. The SELPA Administrative Unit, in turn, allocates the funds to SELPA-member Local Education Agencies (LEAs or districts) according to the SELPA Allocation Plan. The Allocation Plan has been adopted by the SECA and shall be reviewed at least annually. The model distributes all funds pursuant to applicable state and federal regulations.

RLA/ Administrative Unit (AU)

The SECA has designated the SCCOE as the AU for the SELPA. The AU is the SELPA's fiscal agent and is responsible for receipt and distribution of special education funds for the operation of special education programs and services, pursuant to state and federal law.

The RLA/AU shall:

Establish appropriate record keeping procedures to be followed by each LEA for purposes of maintaining accurate fiscal and accounting records in accordance with state and federal requirements and submit required reports to the appropriate authorities; and

Recommend to the SECA a plan for the sharing of regionalized service funds when LEAs are required to perform duties related to staff development, fiscal and accounting reports or other data gathering activities associated with required reporting activities.

LEAs:

Member LEAs shall:

Contribute to, participate in, and receive the benefits of regionalized services;

Receive state and federal funding for special education in accordance with the SELPA AB602 Funding Allocation Plan;

Be responsible for all costs incurred in the provision of special education and related services, including but not limited to instruction, services, transportation, nonpublic school/agency placements, inter/intra SELPA placements, due process proceedings, complaints and attorney fees;

Document that all state and federal special education funds apportioned are used for the sole purpose of providing special education instruction and/or related services to identified students with disabilities; and

Return any special education apportionment not used solely for the purpose of providing special education instruction and/or related services to identified students with disabilities, if recaptured by the SELPA for reallocation to other LEAs.

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In addition, each LEA acknowledges the obligation to maintain the level of general fund contribution towards the provision of special education services at a level equal to or greater than that of the prior year (Maintenance of Effort), in compliance with state and federal mandates.

SELPA Director

The SELPA shall adopt an annual budget plan at a public hearing scheduled at a SECA meeting in compliance with all legal mandates. The annual budget plan shall identify expected income and expenditures as required by state and federal laws.

In addition, the SELPA Director shall:

Monitor the appropriate use of federal, state and local funds allocated for special education programs; and

Prepare program and fiscal reports required by the State and submit in a timely manner in accordance with regulations and requirements.

Monitor and review the Allocation Plan with the SECA.

c. The operation of special education programs: education programs:

RLA/Local Educational Agency and Santa Cruz County Office of Education (SCCOE)/ AU Responsibilities:

The County Superintendent of Santa Cruz County shall be designated as the Superintendent of the Responsible Local Agency (RLA). The RLA Superintendent will serve as a member of the Special Education Coordinating Agency (SECA) and will have the responsibility for the coordination and implementation of the Local Plan in accordance with approved policies and procedures.

The Santa Cruz County Office of Education (hereinafter referred to as "SCCOE") operates several types of programs, including Alternative Education Programs and Regional Special Educational Programs and services to meet a variety of student needs within the SELPA.

SELPA Director

The AU is responsible for the recruitment of the SELPA Director.

The SELPA Director assists in assuring that districts and county offices of education provide a full continuum of programs and services to students with disabilities and that these programs and services are provided according to all legal mandates. The SELPA Director provides support and resources to members of the public, including parents or guardians of individuals requiring special education who are receiving services under the local plan, including the availability of established due process and legal service options and procedures. In cooperation with the State Department of Education, the SELPA Director provides information to ensure that

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all special education students receive due process of law.

Responsibilities of the SELPA Director – E. C. 56205 (D) (ii):

Under the direction of the RLA Superintendent and the SECA, the SELPA Director responsibilities shall include, but are not limited to:

Coordinating the implementation of all components of the local plan;

Preparing and implementing annual budget and service plans;

Developing, implementing, supervising, and evaluating regionalized services;

Overseeing the recruitment, supervision, and evaluation of SELPA staff;

Developing and implementing policies, procedures, and local agreements that will ensure that all students are provided with a free and appropriate public education;

Developing and maintaining interagency agreements with San Andreas Regional Center, California Children's Services, Head Start, and others as needed to ensure a full range of special education programs and services;

Ensuring appropriate use of federal, state, and local funds allocated for special education;

Preparing program and fiscal reports required by the LEAs, SELPA, and State Department of Education;

Developing and implementing a plan for personnel development, including training of staff and parents;

Providing technical assistance and consultation to LEAs in all areas of special education, including complaint and due process procedures;

Adopting and implementing a management information system;

Establishing and maintaining a positive relationship with all members of the SELPA;

Informing the superintendents of the status of the special education programs;

Local Educational Agency (LEA)

Board policy of each LEA member of the North Santa Cruz County SELPA Local Plan shall indicate that the LEA is responsible for educating children with disabilities in the least restrictive environment. Placement in special education programs or services occurs only when the nature or severity of the disability is such that the child's education, even with the use of modifications of the general education program or use of supplementary aids or programs, cannot be achieved satisfactorily. Children with disabilities are served in their home districts whenever the needs identified on the individualized education program (IEP) can be met within the home district. However, it is recognized that some students have unique educational needs that cannot be met in their home districts. Because of such identified unique educational needs, some students receive services from other districts and/or the SCCOE within the SELPA.

LEA responsibilities include, but are not limited to:

Coordinating and conducting Child Find activities;

Developing and providing programs and services for all eligible students residing in the district and for students at private schools located in the district;

Identifying and serving students in medical, foster or Licensed Children's Institutions (LCI)

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facilities;
 Participating in state/district-wide assessments;
 Operating all special education programs and services in accordance with state and federal laws and regulations;
 Responding to compliance and due process complaints and implementing the decisions of compliance investigations or due process hearings;
 Utilizing the same management information system, forms, procedures and guidelines as all other districts within the SELPA; and
 Collecting and completing state and federal reporting requirements; including, but not limited to: timely submission of compliance and monitoring self-reviews, and comprehensive verification reviews, and other data submission as required by state and federal law.

LEA Special Education Administrators

LEA special education administrators are responsible for the coordination of special education services and programs within their agencies and for the implementation of the local plan. Each LEA shall ensure that all students eligible for special education have access to the Common Core Curriculum, supplemental materials, equipment and supports to meet their individualized needs.

Programs for Early Childhood Special Education

The Memorandum of Understanding between North Santa Cruz County SELPA and San Andreas Regional Center outlines the services and responsibilities for children aged birth to three years. A description of programs for early childhood special education programs and services for children aged three through five years of age are outlined in the Annual Service Plan.

Access to Core Curriculum

Each LEA shall ensure that students with disabilities will have access to:
 All required core curriculum including state adopted core curriculum and supplementary materials; and
 Instructional materials and supports.

- d. Monitoring the appropriate use of federal, state, and local funds allocated for special education programs:

SECA Responsibilities

Adopting SELPA policies, administrative regulations, procedures, resolutions, and guidelines for the management and implementation of special education programs and services within the SELPA;

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Approving SELPA budgets and expenditures for regionalized services and SELPA Program Specialists;
Directing that data be gathered, interpreted, and reported regarding the implementation, administration and operation of the local plan;
Reviewing data in order to monitor planned and actual accomplishments of special education programs in the districts that comprise the local plan;
Receiving and reviewing an annual report of all due process and compliance complaints filed within the SELPA;
Recommending special education policy for adoption by governing boards;
Review and approve amendments to the local plan, the SELPA annual service and budget plans;
Review and approve program transfers;
Review and approve any changes in the income distribution model;

RLA Superintendent Responsibilities

Serve as a member of the SECA;
Receive and maintain accountability for the use of Regionalized Service funds appropriated to the SELPA;
Establish appropriate record keeping procedures to be followed by each LEA for purposes of maintaining accurate fiscal and accounting records in accordance with state and federal requirements and submit required reports to the appropriate authorities;
Provide technical support for the Management Information System (MIS) necessary to comply with the requirements of the State Department of Education; and,
Recommend to the SECA a plan for the sharing of regionalized service funds when LEAs are required to perform duties related to staff development, fiscal and accounting reports or other data gathering activities associated with required reporting activities.

Responsibilities of the SELPA Director – E. C. 56205 (D) (ii):

Under the direction of the RLA Superintendent and the SECA, the SELPA Director responsibilities shall include, but are not limited to:
Coordinating the implementation of all components of the local plan;
Preparing and implementing annual budget and service plans;
Developing, implementing, supervising, and evaluating regionalized services;
Overseeing the recruitment, supervision, and evaluation of SELPA staff;
Developing and implementing policies, procedures, and local agreements that will ensure that all students are provided with a free and appropriate public education;
Developing and maintaining interagency agreements with San Andreas Regional Center, California Children's Services, Head Start, and others as needed to ensure a full range of special education programs and services;
Ensuring appropriate use of federal, state, and local funds allocated for special education;
Preparing program and fiscal reports required by the LEAs, SELPA, and State Department of Education;

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Developing and implementing a plan for personnel development, including training of staff and parents;
 Providing technical assistance and consultation to LEAs in all areas of special education, including complaint and due process procedures;
 Adopting and implementing a management information system;
 Establishing and maintaining a positive relationship with all members of the SELPA;
 Informing the superintendents of the status of the special education programs; and
 Serving as an ex-officio member of the SECA and the CAC.

Administrative Unit (AU)

The SECA has designated the SCCOE as the AU for the SELPA. The AU is the SELPA's fiscal agent and is responsible for implementing the following functions:

Receipt and distribution of special education funds for the operation of special education programs and services, pursuant to state and federal law;

Funding Allocation Plan and Maintenance of Effort (MOE)

An income distribution model has been adopted by the SELPA and shall be reviewed and revised on a regular basis. The model distributes all funds pursuant to applicable state and federal regulations. Each LEA acknowledges the obligation to maintain the level of general fund contribution towards the provision of special education services at a level equal to or greater than that of the prior year (Maintenance of Effort), in compliance with state and federal mandates.

Annual Budget Plan

The SELPA shall adopt an annual budget plan at a public hearing scheduled at a SECA meeting in compliance with all legal mandates. The annual budget plan shall identify expected income and expenditures as required by state and federal laws.

12. Describe how specialized equipment and services will be distributed within the SELPA in a manner that minimizes the necessity to serve students in isolated sites and maximizes the opportunities to serve students in the least restrictive environments:

Specialized equipment and services shall be provided at the site where the Individual Education Program (IEP) team has determined the student will receive a free and appropriate public education (FAPE) in the least restrictive environment (LRE).

LEAs in North Santa Cruz County SELPA will comply with AB605 as written to provide continuity of access to assistive technology devices for students on IEPs if deemed necessary as part of a FAPE.

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Specialized Equipment and Services through Low Incidence Funding:

In order to increase opportunities to serve students with low incidence disabilities in the least restrictive environment, funding is provided from the state within the AB602 Allocation.

The low incidence funding supports the provision of specialized services and supports as outlined in Individual Education Programs (IEPs) for each pupil with a low incidence disability as defined in California Education Code Section 56026.5: "hearing impairments, vision impairments, severe orthopedic impairments, or any combination thereof."

Low Incidence funding is legally the responsibility of the SELPA, including accountability of how the funds are used and reassignment of specialized books, materials and equipment within the SELPA and sharing with other SELPAs. To meet this responsibility, a Low Incidence Committee has been established, which is comprised of educators knowledgeable about low incidence disabilities. The North Santa Cruz County SELPA Low Incidence Committee has established procedures and guidelines for purchases through the Low Incidence fund.

Low Incidence Funds Funds for low incidence equipment, materials, and supplies, as well as for low incidence services are restricted for support of students in the low incidence disability categories: hearing impairment, deaf, visual impairment, severe orthopedic impairment, and deaf-blind. The funds are administered through the North Santa Cruz County SELPA as specified in the procedural handbook and include receipt of funds, distribution of funds, maintenance of an inventory, development of procedures for exchange of equipment, and reporting to the State.

Regionalized Services and Programs

The Santa Cruz County Office of Education provides regionalized services and programs throughout the SELPA in order to increase opportunities for students to receive specialized supports and services in the Least Restrictive Environment and to minimize the need to serve students at isolated sites or outside the SELPA.

Supports and services may include, but are not limited to:

Transition Services - (Students ages 16 and above, unless otherwise indicated on a student's IEP. (EC 56345 (8))

Hard of Hearing Specialist

Deaf Specialist

Visually Impaired Specialist

Orthopedically Impaired Specialist

Deaf-Blind Specialist

Assurances

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As a condition of receiving funds for regionalized services and the direct instructional support of program specialists, the SELPA assures that all regionalized operations and services listed below are provided in accordance with the local plan:

A coordinated system of identification and assessment;

A coordinated system of procedural safeguards;

A coordinated system of staff development and parent education;

A coordinated system of curriculum development and alignment with the core curriculum;

A coordinated system of internal program review, evaluation of the effectiveness of the local plan, and implementation of a local plan accountability mechanism;

A coordinated system of data collection and management;

Coordination of interagency agreements;

Coordination of services to medical facilities;

Coordination of services to licensed children's institutions and foster homes;

Preparation and transmission of required SELPA reports;

Fiscal and logistical support of the CAC;

Coordination of career, vocational and transition services;

Coordination of transportation services for individuals with exceptional needs;

Means by which full educational opportunity is ensured; and

Fiscal administration and the allocation of state and federal funds.

Policies, Procedures, and Programs

Pursuant to *EC* sections 56122 and 56205(a), the SELPA ensures conformity with Title 20 *United States Code (USC)* and in accordance with Title 34 *Code of Federal Regulations (CFR)* Section 300.201 and has in effect policies, procedures, and programs. For each of the following 23 areas, identify whether, or not each of the following provisions of law are adopted as stated. If the policy is not adopted as stated, briefly describe the SELPA's policy for the given area. In all cases, provide the SELPA policy and procedure numbers; the document title; and the physical location where the policy can be found.

1. Free Appropriate Public Education: 20 USC Section 1412(a)(1)

Policy/Procedure Number: N/A

Document Title:

Notice of Procedural Safeguards/ Local Plan Assurance Statement/
Procedural Handbook (Chapter 4)

Document Location:

"It shall be the policy of this LEA that a free appropriate public education is available to all children with disabilities residing in the LEA between the ages of 3 and 21, inclusive, including children with disabilities who have been suspended or expelled from school." The policy is adopted by the SELPA

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as stated:

☒ Yes ☐ No

2. Full Educational Opportunity: 20 USC Section 1412(a)(2)

Policy/Procedure Number:

Document Title:

Document Location:

"It shall be the policy of this LEA that all children with disabilities have access to educational programs, non-academic programs, and services available to non-disabled children." The policy is adopted by the SELPA as stated:

☒ Yes ☐ No

3. Child Find: 20 USC Section 1412(a)(3)

Policy/Procedure Number:

Document Title:

Document Location:

"It shall be the policy of this LEA that all children with disabilities residing in the State, including children with disabilities who are homeless or are wards of the State and children with disabilities attending private schools, regardless of the severity of their disabilities, who are in need of special education and related services, are identified, located, and evaluated. A practical method has been developed and implemented to determine which children with disabilities are currently receiving needed special education and related services." The policy is adopted by the SELPA as stated:

☒ Yes ☐ No

4. Individualized Education Program (IEP) and Individualized Family Service Plan (IFSP): 20 USC Section 1412(a)(4)

Policy/Procedure Number:

Document Title:

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Document Location:

SELPA Office, 400 Encinal Street, Santa Cruz, CA 95060;
www.nscscselpa.org

"It shall be the policy of this LEA that an IEP, or an IFSP that meets the requirements of 20 *USC* Section 1436 (d), is developed, implemented, reviewed, and revised for each child with a disability who requires special education and related services in accordance with 20 *USC* Section 1414 (d). It shall be the policy of this LEA that a of an IEP will be conducted on at least an annual basis to review a student's progress and make appropriate revisions." The policy is adopted by the SELPA as stated:

☒ Yes ☐ No

5. Least Restrictive Environment: *USC* Section 1412(a)(5)

Policy/Procedure Number:

Document Title:

Document Location:

SELPA Office, 400 Encinal Street, Santa Cruz, CA 95060;
www.nscscselpa.org

"It shall be the policy of this LEA that to the maximum extent appropriate, children with disabilities, including children in public or private institutions or other care facilities, are educated with children who are not disabled. Special classes, separate schooling, or other removal of children with disabilities from the general educational environment, occurs only when the nature or severity of the disability of a child is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily." The policy is adopted by the SELPA as stated:

☒ Yes ☐ No

6. Procedural Safeguards: 20 *USC* Section 1412(a)(6)

Policy/Procedure Number:

Document Title:

Document Location:

SELPA Office, 400 Encinal Street, Santa Cruz, CA 95060;
www.nscscselpa.org

"It shall be the policy of this LEA that children with disabilities and their parents shall be afforded all procedural safeguards according to state and federal laws and regulations." The policy is adopted by the SELPA as stated:

☒ Yes ☐ No

SELPA Fiscal Year **7. Evaluation: 20 USC Section 1412(a)(7)**Policy/Procedure Number: Document Title: Document Location:

"It shall be the policy of this LEA that a reassessment of a child with a disability shall be conducted at least once every three years or more frequently, if appropriate." The policy is adopted by the SELPA as stated:

☒ Yes ☐ No**8. Confidentiality: 20 USC Section 1412(a)(8)**Policy/Procedure Number: Document Title: Document Location:

"It shall be the policy of this LEA that the confidentiality of personally identifiable data, information, and records maintained by the LEA relating to children with disabilities and their parents and families shall be protected pursuant to the Family Educational Rights and Privacy Act, non-academic programs, and services available to non-disabled children." The policy is adopted by the SELPA as stated:

☒ Yes ☐ No**9. Part C to Part B Transition: 20 USC Section 1412(a)(9)**Policy/Procedure Number: Document Title: Document Location:

"It shall be the policy of this LEA that children participating in early intervention programs under the Individuals with Disabilities Education Act (IDEA), Part C, and who will participate in preschool

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programs, experience a smooth and effective transition to preschool programs in a manner consistent with 20 USC Section 1437(a)(9). The transition process shall begin prior to the child's third birthday." The policy is adopted by the SELPA as stated:

☒ Yes ☐ No

10. Private Schools: 20 USC Section 1412(a)(10)

Policy/Procedure Number:

Document Title:

Document Location:

"It shall be the policy of this LEA to assure that children with disabilities voluntarily enrolled by their parents in private schools shall receive appropriate special education and related services pursuant to LEA coordinated procedures. The proportionate amount of federal funds will be allocated for the purpose of providing special education services to children with disabilities voluntarily enrolled in private school by their parents." The policy is adopted by the SELPA as stated:

☒ Yes ☐ No

11. Local Compliance Assurances: 20 USC Section 1412(a)(11)

Policy/Procedure Number:

Document Title:

Document Location:

"It shall be the policy of this LEA that the local plan shall be adopted by the appropriate local board(s) (district/county) and is the basis for the operation and administration of special education programs, and that the agency(ies) herein represented will meet all applicable requirements of state and federal laws and regulations, including compliance with the IDEA; the Federal Rehabilitation Act of 1973, Section 504 of Public Law; and the provisions of the California EC, Part 30." The policy is adopted by the SELPA as stated:

☒ Yes ☐ No

12. Interagency: 20 USC Section 1412(a)(12)

Policy/Procedure Number:

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Document Title:

Document Location:

"It shall be the policy of this LEA that interagency agreements or other mechanisms for interagency coordination are in effect to ensure services required for free appropriate public education are provided, including the continuation of services during an interagency dispute resolution process." The policy is adopted by the SELPA as stated:

☒ Yes ☐ No

13. Governance: 20 USC Section 1412(a)(13)

Policy/Procedure Number:

Document Title:

Document Location:

"It shall be the policy of this LEA to support and comply with the provisions of the governance bodies and any necessary administrative support to implement the local plan. A final determination that an LEA is not eligible for assistance under this part will not be made without first affording that LEA with reasonable notice and an opportunity for a hearing through the State Education Agency." The policy is adopted by the SELPA as stated:

☒ Yes ☐ No

14. Personnel Qualifications

Policy/Procedure Number:

Document Title:

Document Location:

"It shall be the policy of this LEA to ensure that personnel providing special education related services are appropriately and adequately prepared and trained, and that those personnel have the content knowledge and skills to serve children with disabilities. This policy shall not be construed to create a right of action on behalf of an individual student for the failure of a particular LEA staff person to be highly qualified or to prevent a parent from filing a State complaint with the California Department of Education

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(CDE) about staff qualifications." The policy is adopted by the SELPA as stated:

☒ Yes ☐ No

15. Performance Goals and Indicators: 20 USC Section 1412(a)(15)

Policy/Procedure Number:

Document Title:

Document Location:

"It shall be the policy of this LEA to comply with the requirements of the performance goals and indicators developed by the CDE and provide data as required by the CDE." The policy is adopted by the SELPA as stated:

☒ Yes ☐ No

16. Participation in Assessments: 20 USC Section 1412(a)(16)

Policy/Procedure Number:

Document Title:

Document Location:

"It shall be the policy of this LEA that all students with disabilities shall participate in state and district-wide assessment programs described in 20 USC Subsection 6311. The IEP team determines how a student will access assessments with or without accommodations, or access alternate assessments where necessary and as indicated in their respective Reps.." The policy is adopted by the SELPA as stated:

☒ Yes ☐ No

17. Supplementation of State, Local, and Federal Funds: 20 USC Section 1412(a)(17)

Policy/Procedure Number:

Document Title:

Document Location:

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"It shall be the policy of this LEA to provide assurances that funds received from Part B of the IDEA will be expended in accordance with the applicable provisions of the IDEA, and will be used to supplement and not to supplant state, local, and other federal funds." The policy is adopted by the SELPA as stated:

☒ Yes ☐ No

18. Maintenance of Effort: 20 USC Section 1412(a)(18)

Policy/Procedure Number:

Document Title:

Document Location:

"It shall be the policy of this LEA that federal funds will not be used to reduce the level of local funds and/or combined level of local and state funds expended for the education of children with disabilities except as provided in federal laws and regulations." The policy is adopted by the SELPA as stated:

☒ Yes ☐ No

19. Public Participation: 20 USC Section 1412(a)(19)

Policy/Procedure Number:

Policy/Procedure Title:

Document Location:

"It shall be the policy of this LEA that public hearings, adequate notice of the hearings, and an opportunity for comments are available to the general public, including individuals with disabilities and parents of children with disabilities, and are held prior to the adoption of any policies and/or regulations needed to comply with Part B of the IDEA." The policy is adopted by the SELPA as stated:

☒ Yes ☐ No

20. Suspension and Expulsion: 20 USC Section 1412(a)(22)

Policy/Procedure Number:

Document Title:

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Document Location:

SELPA Office, 400 Encinal Street, Santa Cruz, CA 95060;
www.nscscselpa.org

"The LEA assures that data on suspension and expulsion rates will be provided in a manner prescribed by the CDE. When indicated by data analysis, the LEA further assures that policies, procedures, and practices related to the development and implementation of the IEPs will be revised." The policy is adopted by the SELPA as stated:

☒ Yes ☐ No

21. Access to Instructional Materials: 20 USC Section 1412(a)(23)

Policy/Procedure Number:

Document Title:

Document Location:

SELPA Office, 400 Encinal Street, Santa Cruz, CA 95060;
www.nscscselpa.org

"It shall be the policy of this LEA to provide instructional materials to blind students or other students with print disabilities in a timely manner according to the state-adopted National Instructional Materials Accessibility Standard." The policy is adopted by the SELPA as stated:

☒ Yes ☐ No

22. Over-identification and Disproportionality: 20 USC Section 1412(a)(24)

Policy/Procedure Number:

Document Title:

Document Location:

SELPA Office, 400 Encinal Street, Santa Cruz, CA 95060;
www.nscscselpa.org

"It shall be the policy of this LEA to prevent the inappropriate over-identification or disproportionate representation by race and ethnicity of children as children with disabilities." The policy is adopted by the SELPA as stated:

☒ Yes ☐ No

23. Prohibition on Mandatory Medicine: 20 USC Section 1412(a)(25)

Policy/Procedure Number:

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Document Title:

Document Location:

"It shall be the policy of this LEA to prohibit school personnel from requiring a student to obtain a prescription for a substance covered by the Controlled Substances Act as a condition of attending school or receiving a special education assessment and/or services." The policy is adopted by the SELPA as stated:

☒ Yes ☐ No

Administration of Regionalized Operations and Services

Pursuant to *EC* sections 56195.7(c), 56205(a)(12)(B), 56368, and 56836.23, describe the regionalized operation and service functions. Descriptions must include an explanation of the direct instructional support provided by program specialists; and the respective roles of the RLA/AU, the SELPA administrator, and the individual LEAs associated with the SELPA. Information provided should include the reference number, document title, and the location (e.g., SELPA office) for each function:

1. Coordination of the SELPA and the implementation of the local plan:

Reference Number:

Document Title:

Document Location:

The governance structure of the SELPA is established by agreement among the governing boards of the member LEAs. It consists of the Special Education Coordinating Agency (SECA), the Special Education Council (SEC), and the Community Advisory Committee (CAC). The SELPA Director may convene additional advisory committees. The SELPA Director is responsible for coordination of the SELPA and implementation of the local plan.

The Responsible Local Agency (RLA) is the Santa Cruz County Superintendent. The RLA and the Superintendents/Administrators of each LEA are responsible to their respective governing boards for the implementation of all elements of the local plan.

LEA and COE Superintendents:
Serve as a member of the SECA;

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Description:

Assist in the identification of special education program and service needs for the North Santa Cruz County SELPA through participation on the SECA; and
Communicate SELPA information to their governing boards.

LEA Special Education Administrators: LEA Special Education Administrators are responsible for the coordination of special education services and programs within their agencies and for the implementation of the local plan.

LEA Governing Boards: The governing board of each LEA shall approve its participation in the North Santa Cruz County Local Plan for Special Education. The local governing board responsibilities include, but are not limited to:

Approval of the local plan;

Adoption of policies and procedures for special education programs and services within their districts;

LEA compliance with all elements of the local plan;

Input on SELPA policies and procedures through the superintendent of the LEA; and,

Appointment of individuals to the CAC.

2. Coordinated system of identification and assessment:

Reference Number:

N/A

Document Title:

Local Plan, SELPA Procedural Handbook

Document Location:

SELPA Office, 400 Encinal Street, Santa Cruz, CA 95060;
www.nscselpa.org

Direct Instructional support provided by the program specialist: N/A

Role of the RLA/AU: The AU conducts child find activities in accordance with the Local Plan and MOU.

Role of the Administrator of the SELPA: Ensure each LEA conducts child find activities. The SELPA will provide technical support to LEAs and guidance to parents, as needed. The SELPA will also participate in child find activities by establishing policies and procedures for the member LEAs and ensuring appropriate inter-agency agreements are in place.

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SELPA North Santa Cruz County SELPA

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Description:

Role of the individual LEAs: Each LEA is responsible for identifying and assessing all students for whom they are responsible according to Child Find process and procedures.

CHILD FIND 20 USC § 1412 (a) (3)

It shall be the policy of the LEA that all children with disabilities residing in the State, including children with disabilities who are homeless or are wards of the State and children attending private schools, regardless of the severity of their disabilities, and who are in need of special education and related services are identified, located and evaluated, a practical method is developed and implemented to determine which students with disabilities are currently receiving needed special education and related services.

3. Coordinated system of procedural safeguards:

Reference Number:

N/A

Document Title:

Local Plan, SELPA Procedural Handbook (chapter 4)

Document Location:

SELPA Office, 400 Encinal Street, Santa Cruz, CA 95060;
www.nscscelpa.org

Direct Instructional support provided by the program specialist: N/A

Role of the RLA/AU: The RLA/AU assists in complaints and provides technical assistance and guidance as requested.

Role of the Administrator of the SELPA: The SELPA provides alternate dispute resolution with districts as requested by parents and LEAs. The SELPA assists parents with filing complaints with the Office of Administrative Hearings when requested. The SELPA also assures procedural safeguards by providing technical assistance and guidance on forms and procedures to LEAs in the areas of assessment, identification, and placement. The SELPA will also provide parents with a copy of their procedural safeguards upon request and will maintain a copy on their website.

Role of the individual LEAs: The LEAs provide procedural safeguards to parents consistent with the education code, assist parents with understanding them, and ensure that they are implemented. The LEAs assist parents with filing complaints with the Office of Administrative Hearings when requested. The LEAs comply with procedures as outlined in state and federal law, and the SELPA Procedural Handbook.

SELPA North Santa Cruz County SELPA

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Description:

Procedural Safeguards**1. Initial and Annual Notice**

Prior to the initial evaluation and assessment to determine eligibility, the service coordinator shall give written notice to the parent which shall include all required elements as outlined in 17 C.C.R. § 52160(a-c).

2. General Notice Requirements

a. Written notice shall be given to the parent of a child who is eligible or suspected of being eligible a reasonable time before SARC or a participating LEA proposes or refuses to initiate or change the identification, evaluation, assessment, placement, or early intervention services of a child or the child's family (17 C.C.R. § 52161(a)(1-2)).

b. The notice shall be in sufficient detail to inform the parent about the action being proposed or refused, the reasons for taking the action, and all procedural safeguards that are available (17 C.C.R. § 52161(b)(1-3)).

c. The notice shall be written using words that are understandable to the general public and provided in the language of the parent's choice, unless it is clearly not feasible to do so. SARC or the participating LEA shall ensure that the parent understands the notice. (17 C.C.R. § 52161(c)(1-2))

3. Consent

The service coordinator shall obtain written parental consent before the initial evaluation and assessment of a child is conducted and early intervention services are initiated. The child's record shall contain written evidence that the parent has been informed of all required information as specified in 17 C.C.R. § 52162. All parties must abide by the Procedural Safeguards as outlined in the Federal Law and relevant federal regulations. Parents will be informed of their rights to due process at the initial meeting with each agency and at each annual IFSP meeting. During the continuance of a dispute, a child may continue to receive the same level of early intervention services currently being provided by either agency as identified and agreed upon in the IFSP until age three. If the dispute involves initial early intervention services, the child may receive the early intervention services identified and agreed to in the IFSP.

SAN ANDREAS and SCCOE agree to comply with all privacy requirements associated with child/family confidentiality as regulated by the Family Education Rights to Privacy Act (FERPA) and/or the Health Insurance Portability and Accountability Act (HIPA).

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4. Coordinated system of staff development and parent and guardian education:

Reference Number:	N/A
Document Title:	Local Plan
Document Location:	SELPA Office, 400 Encinal Street, Santa Cruz, CA 95060; www.nscselpa.org
Description:	<p>Direct Instructional support provided by the program specialist: N/A</p> <p>Role of the RLA/AU: RLA Superintendent recommends to the SECA a plan for the sharing of regionalized service funds when LEAs are required to perform duties related to staff development, fiscal and accounting reports or other data gathering activities associated with required reporting activities. Participate in developing the management plan for staff development. Implement staff development.</p> <p>Role of the Administrator of the SELPA: On an annual basis input is collected from the Special Education Directors from member LEAs to determine the staff development needs that the SELPA is requested to provide. On an annual basis, the Community Advisory Committee will provide input on the parent and guardian education needs. The SELPA Administrator will provide needed training and supports as requested, or determined appropriate, for each LEA.</p> <p>Role of the individual LEAs: LEAs will determine their staff development and parent and guardian education, based on their local needs. They may seek technical assistance or input from the SELPA.</p>

5. Coordinated system of curriculum development and alignment with the core curriculum:

Reference Number:	N/A
Document Title:	Local Plan
Document Location:	SELPA Office, 400 Encinal Street, Santa Cruz, CA 95060; www.nscselpa.org
	<p>Direct Instructional support provided by the program specialist: N/A</p> <p>Role of the RLA/AU: Provide guidance, technical assistance and staff development as requested or determined appropriate.</p>

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Description:

Role of the Administrator of the SELPA: The SELPA Administrator will provide technical assistance and staff development as requested or determined appropriate.

Role of the individual LEAs: LEAs will determine their needs for curriculum development and alignment with the core curriculum, based on their local needs. LEAs conduct a needs assessment to inform staff development plans and calendar trainings.

6. Coordinated system internal program review, evaluation of the effectiveness of the local plan, and implementation of the local plan accountability system:

Reference Number:

N/A

Document Title:

Local Plan

Document Location:

SELPA Office, 400 Encinal Street, Santa Cruz, CA 95060;
www.nscscselpa.org

Direct Instructional support provided by the program specialist: N/A

Role of the RLA/AU: See the "Memorandum of Understanding By and Between the North Santa Cruz County Special Education Local Plan Area and the Santa Cruz County Office of Education in addition to responsibilities stated below.

Role of the Administrator of the SELPA: The SELPA Administrator works collaboratively with the LEAs and RLA to review and evaluate the effectiveness of the local plan through monitoring activities, data collection and other activities deemed necessary by the Directors and/or Superintendents.

The Responsible Local Agency (RLA) is the Santa Cruz County Superintendent. The RLA and the Superintendents/Administrators of each LEA are responsible to their respective governing boards for the implementation of all elements of the local plan. LEA and COE Superintendents serve as a member of the SECA;
Assist in the identification of special education program and service needs for the North Santa Cruz County SELPA through participation on the SECA; and
Communicate SELPA information to their governing boards.
LEA Special Education Administrators are responsible for the

Description:

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coordination of special education services and programs within their agencies and for the implementation of the local plan.
The governing board of each LEA shall approve its participation in the North Santa Cruz County Local Plan for Special Education.
The local governing board responsibilities include, but are not limited to:
Approval of the local plan;
Adoption of policies and procedures for special education programs and services within their districts;
LEA compliance with all elements of the local plan;
Input on SELPA policies and procedures through the superintendent of the LEA; and,
Appointment of individuals to the CAC.

Individual LEAs review and monitor Annual Performance Reports, the California School Dashboard, and other data sources to ensure students with disabilities receive a free and appropriate public education. Individual LEAs also engage in monitoring activities as required by the CDE. All LEAs are required to submit data and information in a timely manner to the SELPA.

7. Coordinated system of data collection and management:

Reference Number:

N/A

Document Title:

Local Plan

Document Location:

SELPA Office, 400 Encinal Street, Santa Cruz, CA 95060;
www.nscselpa.org

Description:

Direct Instructional support provided by the program specialist: N/A

Role of the RLA/AU: See the Memorandum of Understanding by and Between the North Santa Cruz County Special Education Local Plan Area and the Santa Cruz County Office Of Education.

Role of the Administrator of the SELPA: The SELPA will approve the California Longitudinal Assessment and Pupil Data System (CALPADS) submission of each member LEA as required by the California Department of Education. The SELPA will provide technical assistance and training to LEAs as requested and/or deemed necessary by the SELPA. The SELPA will maintain a contract for a Special Education data management information system on behalf of the LEAs. The SELPA is responsible for timely and complete submission of items to the Department of Education.

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Role of the individual LEAs: The LEAs are responsible for data entry, quality and integrity. The LEAs will approve the California Longitudinal Assessment and Pupil Data System (CALPADS) submission as required by the California Department of Education (CDE). LEAs are responsible for timely and complete submission to the SELPA for review prior to submissions to the CDE.

8. Coordination of interagency agreements:

Reference Number: N/A

Document Title: Local Plan, Master Contracts, MOUs

Document Location: SELPA Office, 400 Encinal Street, Santa Cruz, CA 95060;
www.nscselpa.org

Description:

Direct Instructional support provided by the program specialist: N/A

Role of the RLA/AU: Provides technical support or assistance as needed and/or outlined in the Memorandum of Understanding by and between the North Santa Cruz County SELPA and Santa Cruz County Office of Education.

Role of the Administrator of the SELPA: The SELPA Administrator meets, serves on committees and collaborates with agencies to revise, create, review or develop interagency agreements. The SELPA Administrator will ensure that interagency agreements are in place as required by California Education Code, and provide technical assistance and dispute resolution as needed.

Role of the individual LEAs: Through their representative to the Superintendents' Council, the LEAs will approve and implement interagency agreements as appropriate.

9. Coordination of services to medical facilities:

Reference Number: N/A

Document Title: Local Plan

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Document Location:

SELPA Office, 400 Encinal Street, Santa Cruz, CA 95060;
www.nscscselpa.org

Description:

Direct Instructional support provided by the program specialist: N/A

Role of the RLA/AU: The RLA/AU will assist in providing regionalized supports or services as needed.

Role of the Administrator of the SELPA: The SELPA will facilitate the coordination of these services by the designated LEAs.

Role of the individual LEAs: Individuals with exceptional needs who are placed in a public hospital, state licensed children's hospital, psychiatric hospital, proprietary hospital, or a health facility for medical purposes are the educational responsibility of the local educational agency in which the hospital or facility is located. The LEA will coordinate services and provide as necessary.

10. Coordination of services to licensed children's institutions and foster family homes:

Reference Number:

N/A

Document Title:

Local Plan, AB 602 Allocation Plan

Document Location:

SELPA Office, 400 Encinal Street, Santa Cruz, CA 95060;
www.nscscselpa.org

Description:

Direct Instructional support provided by the program specialist: N/A

Role of the RLA/AU: The Santa Cruz County Office of Education serves as the district of residence for those students residing in LCIs within the SELPA's physical boundaries. Special education funds are used to support the education of students residing in an LCI: a. Students residing in an LCI within the SELPA are served in special education classes within the SELPA. Students may receive placement and services in a LEA-operated program, regional program, or NPS as determined by the student's Individual Education Program ("IEP"). Funding for these students' educational placements is paid by AB602 dollars prior to the distribution of funds to the districts.

Role of the Administrator of the SELPA: The SELPA will help facilitate the coordination of these services and funding. In addition, the SELPA office will take an active role in working with other agencies regarding the appropriate implementation of laws and regulations regarding notice

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for LCI students being placed within the SELPA.

Role of the individual LEAs: Special education services for students with disabilities residing in foster family homes or licensed children's institutions shall be the responsibility of the district in which the foster family home is located, unless based on education code there is another district of special education accountability which would be responsible. Students living in a foster family home are served by the LEA where the foster family home is located.

11. Preparation and transmission of required special education local plan area reports:

Reference Number: N/A

Document Title: Local Plan, MOU

Document Location: SELPA Office, 400 Encinal Street, Santa Cruz, CA 95060;
www.nscselpa.org

Description:

Direct Instructional support provided by the program specialist: N/A

Role of the RLA/AU: See the Memorandum of Understanding by and between the North Santa Cruz County Special Education Local Plan Area and the Santa Cruz County Office of Education.

Role of the Administrator of the SELPA: The SELPA Administrator will ensure timely transmission of required reports and provide technical assistance to LEAs in completing those reports.

Role of the individual LEAs: Individual LEAs will work collaboratively to compile necessary information and submit required data in order for the SELPA to submit timely reports.

12. Fiscal and logistical support of the CAC:

Reference Number: N/A

Document Title: Local Plan, CAC By-Laws, MOU with AU

Document Location: SELPA Office, 400 Encinal Street, Santa Cruz, CA 95060;
www.nscselpa.org

Direct Instructional support provided by the program specialist: N/A

Role of the RLA/AU: Recruit a representative to the CAC.

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Description:

Role of the Administrator of the SELPA: The SELPA will provide fiscal and logistical support for CAC meetings, events, and trainings.

Role of the individual LEAs: LEAs are responsible for recruiting representatives to serve on the CAC. The LEA Board is responsible for approving the CAC representative. LEA Directors shall facilitate communication between their CAC representative and the LEA.

13. Coordination of transportation services for individuals with exceptional needs:

Reference Number:

N/A

Document Title:

Local Plan, SELPA Procedural Handbook (chapter 7)

Document Location:

SELPA Office, 400 Encinal Street, Santa Cruz, CA 95060;
www.nscselpa.org

Description:

Direct Instructional support provided by the program specialist: N/A

Role of the RLA/AU: N/A

Role of the Administrator of the SELPA: The SELPA will provide technical assistance as requested.

Role of the individual LEAs: Each member LEA is responsible for providing transportation for their students with disabilities as determined by their IEP teams.

14. Coordination of career and vocational education and transition services:

Reference Number:

N/A

Document Title:

Local Plan, AB 602 Allocation Plan, SELPA Procedural Handbook (chapter 8)

Document Location:

SELPA Office, 400 Encinal Street, Santa Cruz, CA 95060;
www.nscselpa.org

Direct Instructional support provided by the program specialist: N/A

Role of the RLA/AU: Provides regionalized transition services and programs to students served in programs operated by the County Office of Education.

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Description:

Role of the Administrator of the SELPA: The SELPA Administrator will provide technical assistance and staff development as needed. The SELPA Administrator will ensure appropriate interagency agreements are in place and facilitate connections to agencies, as appropriate.

Role of the individual LEAs: Each LEA will provide and/or contract regionally for the appropriate career and vocational education and transition services as required under state and federal law.

15. Assurance of full educational opportunity:

Reference Number:

N/A

Document Title:

Local Plan

Document Location:

SELPA Office, 400 Encinal Street, Santa Cruz, CA 95060;
www.nsccselpa.org

Description:

Direct Instructional support provided by the program specialist: N/A

Role of the RLA/AU: The RLA assures pupils have full educational opportunity regardless of the district of special education accountability.

Role of the Administrator of the SELPA: The SELPA administrator shall coordinate with LEAs to provide local and regional programs that provide a full continuum of services to students residing within the SELPA. Through approval of the Annual Services Plan the SELPA will ensure that the full continuum of services is provided. The SELPA will assist with Inter-SELPA Transfers, as needed. Additionally, professional development and technical assistance is available upon request or as determined to be needed by the SELPA to LEAs and/or nonpublic schools.

Role of the individual LEAs: Each LEA is responsible for providing all necessary services to its students through a full continuum of services. Services are also provided through local and/or regionalized programs and providers.

16. Fiscal administration and the allocation of state and federal funds pursuant to *EC* Section 56836.01—The SELPA Administrator's responsibility for the fiscal administration of the annual budget plan; the allocation of state and federal funds; and the reporting and accounting of special education funding.

Section B: Governance and Administration

SELPA North Santa Cruz County SELPA

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Reference Number: N/A

Document Title: Local Plan, AB 602 Allocation Plan, Joint Powers Agreement, MOU between SELPA and AU

Document Location: SELPA Office, 400 Encinal Street, Santa Cruz, CA 95060;
www.nscselpa.org

Description:

Direct Instructional support provided by the program specialist: N/A

Role of the RLA/AU: All funds flow from the State directly to the North Santa Cruz County (NSCC) Special Education Local Plan Area (SELPA) Administrative Unit (AU), which is the Santa Cruz County Office of Education (SCCOE). The SELPA Administrative Unit (AU), in turn, allocates the funds to SELPA-member Local Education Agencies (LEAs or districts) according to the SELPA AB602 Allocation Plan. An income distribution model has been adopted by the SELPA and shall be reviewed and revised on a regular basis. The model distributes all funds pursuant to applicable state and federal regulations. Each LEA acknowledges the obligation to maintain the level of general fund contribution towards the provision of special education services at a level equal to or greater than that of the prior year (Maintenance of Effort), in compliance with state and federal mandates. The County Superintendent of the Santa Cruz County Office of Education shall be designated as the Superintendent of the Responsible Local Agency (RLA). The RLA Superintendent will serve as a member of the Special Education Coordinating Agency (SECA) and will have the responsibility for the coordination and implementation of the Local Plan in accordance with approved policies and procedures.

RLA Superintendent Responsibilities:

Serve as a member of the SECA;
Receive and maintain accountability for the use of Regionalized Service funds appropriated to the SELPA;

Establish appropriate record keeping procedures to be followed by each LEA for purposes of maintaining accurate fiscal and accounting records in accordance with state and federal requirements and submit required reports to the appropriate authorities;

Recommend to the SECA a plan for the sharing of regionalized service funds when LEAs are required to perform duties related to staff development, fiscal and accounting reports or other data gathering

Section B: Governance and Administration

SELPA North Santa Cruz County SELPA

Fiscal Year 2019-20

activities associated with required reporting activities.

Administrative Unit (AU): The SECA has designated the SCCOE as the AU for the SELPA. The AU is the SELPA's fiscal agent and is responsible for implementing the following functions according to an MOU between the AU and SELPA:

Receipt and distribution of special education funds for the operation of special education programs and services, pursuant to state and federal law;

Role of the Administrator of the SELPA: The SELPA Administrator will facilitate the distribution of funds in accordance to the funding allocation plan approved by the Superintendents' Council. The SELPA Administrator will also facilitate the Annual Budget Plan.

Role of the individual LEAs: Each LEA through their representative to the Superintendents' Council, determine and approve the allocation of funds to the member LEAs and the Annual Budget Plan. The LEAs will also submit required fiscal reports as required by state and federal laws.

17. Direct instructional program support that maybe provided by program specialists in accordance with *EC* Section 56368:

Reference Number: N/A

Document Title: Local Plan

Document Location: SELPA Office, 400 Encinal Street, Santa Cruz, CA 95060;
www.nscselpa.org

Direct Instructional support provided by the program specialist: North Santa Cruz County SELPA does not employ a Program Specialist. However, a program specialist is a specialist who holds a valid special education credential, clinical services credential, health services credential, or a school psychologist authorization and has advanced training and related experience in the education of individuals with exceptional needs and a specialized in-depth knowledge in preschool disabilities, career vocational development, or one or more areas of major disabling conditions.

(b) A program specialist may do all the following:

(1) Observe, consult with, and assist resource specialists, designated

Section B: Governance and Administration

SELPA North Santa Cruz County SELPA

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Description:

instruction and services instructors, and special class teachers.

(2) Plan programs, coordinate curricular resources, and evaluate effectiveness of programs for individuals with exceptional needs.

(3) Participate in each school's staff development, program development, and innovation of special methods and approaches.

(4) Provide coordination, consultation and program development primarily in one specialized area or areas of his or her expertise.

(5) Be responsible for assuring that pupils have full educational opportunity regardless of the district of residence.

Role of the RLA/AU: N/A

Role of the Administrator of the SELPA: N/A

Role of the individual LEAs: N/A

Special Education Local Plan Area Services

1. A description of programs for early childhood special education from birth through five years of age:

Reference Number:

N/A

Document Title:

Local Plan, MOU with SARC, SELPA Procedural Handbook (chapter 2)

Document Location:

SELPA Office, 400 Encinal Street, Santa Cruz, CA 95060;
www.nscselpa.org

The Early Start Program (ESP) is collaboration between the San Andreas Regional Center (SARC) and the Santa Cruz County Office of Education (SCCOE). The ESP, through SCCOE or private infant programs contracted by SARC, shall include services specifically designed to meet the unique needs of infants, from birth to three years of age, and their families. The primary purpose of an early education program is to enhance development of the infant in the context of their family. To meet this purpose, the program shall focus upon both the infant and their family, and may include home visits, group services, family involvement, and/or parent education activities. Services shall be provided in the natural (home, community) environment whenever possible. Early Start Programs shall include, as program options, home-based services and group services. Early Start is a year round

Section B: Governance and Administration

SELPA North Santa Cruz County SELPA

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Description:

program, continuous services to meet the needs of the child. IDEA Part C 20 USC 1432 SEC, 632. (4) Early Intervention Services. Education is payer of last resort for Solely Low Incidence (SLI) and is responsible for providing a year round program (Title 17 Regulations, Section Home-based and group CHAPTER 2 3 Revised 2017-2018 services will be provided through a transdisciplinary team consisting of the parent and a group of professionals from various disciplines. The frequency of home-based services shall be weekly, bi-weekly or monthly, depending on the needs of the infant and the family. Early education services may also be provided through both home visits and group settings with other infants. The frequency of group services shall not exceed three hours a day for up to, and including, three days a week, and shall be determined on the basis of the needs of the infant and the family. Parent involvement/ education activities are provided in conjunction with home based and group services. (EC 56424-56426.2)

2. A description of the method by which members of the public, including parents or guardians of individuals with exceptional needs who are receiving services under the local plan, may address questions or concerns to the SELPA governing body or individual administrator:

Reference Number:

N/A

Document Title:

Local Plan

Document Location:

SELPA Office, 400 Encinal Street, Santa Cruz, CA 95060;
www.nscselpa.org

Description:

Members of the public, including parents or guardians of students with disabilities, may address questions or concerns by contacting their administrator directly.
Members of the public, including parents or guardians of students with disabilities, may address questions or concerns to the governing boards of each LEA, the SECA, and/or the CAC by contacting the governing body, individual administrator, clerk of the LEA Board and/or attending the SECA, CAC or LEA Board meeting and stating questions or concerns during the public comment session.

3. A description of a dispute resolution process, including mediation and final and binding arbitration to resolve disputes over the distribution of funding, the responsibility for service provision, and the other governance activities specified within the local plan:

Reference Number:

N/A

Section B: Governance and Administration

SELPA North Santa Cruz County SELPA

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Document Title: Local Plan

Document Location: SELPA Office, 400 Encinal Street, Santa Cruz, CA 95060;
www.nscselpa.org

Description:

In the event of a disagreement between LEAs, LEAs and the AU, LEAs and/or the AU and the SELPA regarding the distribution of funding, responsibility for service provision and any other governance activities specified in the Local Plan, it is the intent of the Governing Board that issues will be resolved at the lowest level possible with final appeal to SECA. If an LEA disagrees with a decision or practice of another agency or the SELPA, that LEA has a responsibility to discuss and attempt to resolve the disagreement with the party, or parties, directly involved. The parties involved will present their issues to their respective Superintendents, or designees, who will attempt to resolve the matter. Either party may request the assistance of the SELPA Administrator, or their designee, or the Chair of the SELPA Governing Board (SECA). If this process fails, the parties may pursue a hearing on the issues and resolution with the SECA.

If any party involved in the disagreement is a voting member on the SELPA Governing Board, they shall excuse themselves from the vote if voting is required as part of the resolution to the dispute. This is intended to resolve disagreement, but not intended to undermine local authority.

If either party disagrees with the recommendation of SECA, and the dispute relates to the distribution of funding, the responsibility of service provision or other governance activities specified within the Local Plan, the party may submit the dispute to mediation.

Any dispute unresolved in mediation, arising from a dispute that relates to the distribution of funding, the responsibility for service provision or other governance activities specified in the Local Plan shall be settled by arbitration.

4. A description of the process being used to ensure a student is referred for special education instruction and services only after the resources of the regular education program have been considered and, where appropriate, utilized:

Reference Number: N/A

Document Title: Local Plan, SELPA Procedural Handbook (chapter 1)

SELPA Office, 400 Encinal Street, Santa Cruz, CA 95060;

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Document Location: www.nscselpa.org

Description:

The Student Study Team (SST) is a regular education function. It is a process of reviewing individual student issues pertaining to educational performance and planning instructional interventions to be implemented in the regular classroom. Although specialists, such as school psychologists, speech/language pathologists, and resource specialists may be involved in the SST process, the SST is not a special education function and as such is not subject to the associated restrictions and timelines. A special education referral may be appropriate after interventions have been implemented. As a regular education function, the SST team also helps with mainstreaming strategies for those students who are already receiving special education and related services. A student suspected of having a disability under the provisions of Section 504 of the Rehabilitation Act of 1973, will be assessed by a process defined through local board policies and procedures. The referrals will be coordinated with school site procedures for referral of students with special needs that cannot be met with modifications of the regular instructional program, including referrals from student intervention teams, such as the Student Study Team. A child shall be referred for special education and related services only after the resources of the regular education program have been considered and, where appropriate, utilized. (EC 56303)

5. A description of the process being used to oversee and evaluate placements in nonpublic, nonsectarian schools and the method of ensuring that all requirements of each student's individualized education program are being met. The description shall include a method for evaluating whether the student is making appropriate educational progress:

Reference Number: N/A

Document Title: Local Plan, Master Contract, SELPA Procedural Handbook (chapter 11)

Document Location: SELPA Office, 400 Encinal Street, Santa Cruz, CA 95060;
www.nscselpa.org

Each LEA that contracts with a nonpublic, nonsectarian school shall evaluate the placement of its student(s) in such schools on at least an annual basis and prior to placement. The LEA shall conduct at least one onsite monitoring visit each school year they have a student placed via a master contract. The monitoring visit shall include:

- A review of services provided through the ISA;
- A review of progress on goals;
- A review of progress on goals specific to a BIP;

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Description:

An observation of the pupil during instruction;
A walkthrough of the facility.
Submit the findings of the monitoring visit to the CDE within 60 days of the visit.
The LEA representative shall review the master contract, the individual services agreement, and the IEP to ensure that all services agreed upon and specified in the IEP are provided. Nonpublic, nonsectarian schools are required by a master contract and the IEP to annually evaluate the student to determine if they are making appropriate educational progress.
The LEA representative shall collaboratively review with the nonpublic, nonsectarian school the evaluations conducted by the nonpublic, nonsectarian school to ensure that they were appropriate and valid for measuring student progress. The LEA may choose to administer additional assessments as necessary, with parent consent where required, to determine whether the student is making adequate educational progress.

6. A description of the process by which the SELPA will fulfill the obligations to provide free and appropriate public education (FAPE) to a student age 18 to 21 (or age 22 under the circumstances described in *EC 56026(c)(4)*) who has been incarcerated in a county jail and remains eligible for special education services:

The obligation to make FAPE available extends to those otherwise-eligible adults in county jail, age 18 to 21, who: (a) had been identified as a child with a disability and had received services in accordance with an IEP, but left school prior to their incarceration; or (b) did not have an IEP in their last educational setting, but had actually been identified as a child with a disability. (*EC Section 56040*)

It is the responsibility of the district of residence (DOR) to provide special education services and related services to an adult student in county jail who remains eligible for these services and wishes to receive them. The DOR is the district in which the student's parents resided when the student turned 18, unless and until the parents move to a new DOR. For conserved students, the DOR is based on the residence of the conservator. (*EC Section 56041*)

Reference Number:

N/A

Document Title:

Local Plan

Document Location:

SELPA Office, 400 Encinal Street, Santa Cruz, CA 95060;
www.nscscselpa.org

Our County Jail has a waiver to house students until they are 21 years of age. The Santa Cruz County Office of Education provides services

Section B: Governance and Administration

SELPA

Fiscal Year

Description:

per the IEP through their staff and/or through the Career Advancement Charter (also under the Santa Cruz County Office of Education).

Section A: Contacts and Certifications

SELPA North Santa Cruz County SELPA

Fiscal Year 2019-20

Certification 5: Participating Local Educational Agency

The Special Education Local Plan Area (SELPA) shall include a signed copy of the following Local Educational Agency (LEA) certification for each participating agency when submitting the original, or revised local plan Governance and Administration (Section B).

LEA Santa Cruz County Office of Education

The LEA certifies the SELPA local plan has been adopted by the LEA/county local governing board(s) and is the basis for the operation and administration of special education programs. The LEA will meet all applicable requirements of special education state and federal laws and regulations, and state policies and procedures. Be it further resolved, the LEA superintendent shall administer the local implementation of policies, procedures, and practices in accordance with special education state and federal laws, rules, and regulations, which will ensure full compliance. The Superintendent certifies the LEA is participating in a:

☐ Single LEA SELPA ☒ Multi-LEA SELPA

This Governance and Administration was:

Adopted on the 18 day of June, 2020
Yeas Nays

The superintendent, or chief administrator of the LEA ensures the current local plan: Governance and Administration (Section B), Annual Budget Plan (Section D), and Annual Services Plan (Section E), including updates or revisions to Sections B, D, E, and/or Attachments, is posted on the LEA web site, is on file at each LEA, and is available to any interested party.

Web address where the SELPA local plan, including all sections, is posted.

www.nscselpa.org

LEA Superintendent/Chief Administrator

6/18/2020

Date



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

SANTA CRUZ COUNTY BOARD OF EDUCATION

AGENDA ITEM

Board Meeting Date: June 18, 2020

☐

Action

☒

Information

TO: Santa Cruz County Board of Education

FROM: Dr. Faris Sabbah, County Superintendent of Schools

SUBJECT: Correspondence

BACKGROUND

Official correspondence received by the Board is included herein.

SUPERINTENDENT'S RECOMMENDATION FOR BOARD ACTION:

Receive correspondence.



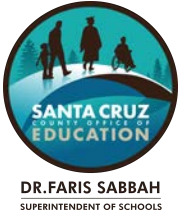
Sage Leibenson <sleibenson@santacruzcoe.org>

[Supts] Fwd: Legislature and Governor can't reach agreement

Faris Sabbah <fsabbah@santacruzcoe.org>

Wed, Jun 10, 2020 at 11:30 PM

To: SCCOE Board <board@santacruzcoe.org>, Bryan Wall <bwall@santacruzcoe.org>, Debi Bodenheimer <dbodenheimer@santacruzcoe.org>, Jason Borgen <jborgen@santacruzcoe.org>, Rebecca Olker <rolker@santacruzcoe.org>, Sage Leibenson <sleibenson@santacruzcoe.org>, Troy Cope <tcope@santacruzcoe.org>



Dr. Faris Sabbah

County Superintendent of Schools

(831) 466-5900 | fsabbah@santacruzcoe.org

www.santacruzcoe.org

400 Encinal St. Santa Cruz, CA 95060

pronouns: he, him, his



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

From: **Kevin Gordon** <Kevin@capitoladvisors.org>

Date: Wed, Jun 10, 2020 at 7:12 PM

Subject: Legislature and Governor can't reach agreement

To: fsabbah@santacruzcoe.org <fsabbah@santacruzcoe.org>

Hi Faris:

A little bit ago the leaders of both houses of the Legislature confirmed that they are not going to be able to reach an agreement with the Governor before the deadline for having a budget bill ready for voting on Monday. On one hand, I am glad that the Legislature feels strongly enough about their approach (including protecting school funding) that they are apparently putting up a fight, but on the other hand, I am very concerned that the Governor will be insisting on cuts that become more likely the longer this draws out. The two leaders said that they will pass their version of the budget on Monday in order to meet the Legislature's constitutional deadline but will continue meeting with the Governor to reach an agreement in time to enact a new budget by July 1st. The whole thing raises more questions than answers, but I wanted you to know this latest development. I know it leaves your Santa Cruz schools hanging for another week or so, but we're all in this together. Let me know if you have any questions.

Kevin

PCS 6th Grade proposal

Brij Lunine <brij43@ucsc.edu>
To: sleibenson@santacruzcoe.org

Sat, May 23, 2020 at 9:57 AM

Dear Superintendent and COE Governing Board Trustees,

I am writing to oppose the proposed Material Revision to add a 6th-grade component to Pacific Collegiate School's (PCS) current 7th through 12th-grade program. As a long-time UCSC instructor and former teacher at Georgiana Bruce Kirby Preparatory School, I was teaching at GBK when PCS was established in 1999 and offered a position there teaching US History (which I declined). While I have a number of friends and colleagues at PCS who are ardent supporters I strongly feel the greater good of Santa Cruz Cruz County is better served by keeping PCS in its current configuration.

Despite PCS's attempts and rhetoric, it remains elitist. It serves many of the best students in the county who would normally benefit truly public middle and high schools or who would attend private institutions. As I'm sure you're well aware, it has tried a number of ways to increase diversity including the creation of a Diversity Oversight Committee, hiring an Outreach Coordinator, and instituting a "First to College" lottery program (2009). Yet it remains a school where board members' children and siblings have preference, monetary contributions are expected, and state-mandated special education services are inadequate. All of these factors disadvantage public schools. PCS appeals to the very students and their parents who would bolster public schools (or attend private schools). Adding a 6th-grade cohort would compound these issues and further harm local middle schools. Finally, at this historical moment when funding is in peril such an expansion would continue to cost the county at the expense of the greater public.

Thank you for your service, commitment, and the work you do for all students in Santa Cruz County.

Sincerely,
Brij Lunine

--

Brij Lunine, Ph.D.
Lecturer in Writing
Cowell and Stevenson colleges Writing Program Liaison

preferred pronouns: he/him/his

207 Stevenson College
Stevenson College Faculty Services
UC Santa Cruz
1156 High St.
Santa Cruz, CA 95064

SPRING 2020 "Office" Hours via Zoom Mondays 11:45 AM-12:45 PM (PST), Wednesdays 7:00-8:00 PM (PST) and by appointment.



Sage Leibenson <sleibenson@santacruzcoe.org>

Post Senior Graduation Celebration Parade

Sage Leibenson <sleibenson@santacruzcoe.org>

Tue, May 26, 2020 at 2:02 PM

To: board@santacruzcoe.org

Hi Trustees,

We would like to invite you to participate in the COE Post Senior Graduation activities! There will be a zoom call on June 3 and a social-distance small car parade (approved as safe by local public health authorities) at 400 Encinal on June 4th. Please see the email and flyer below for more information.

Respectfully,

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

From: Kelli Smart <ksmart@santacruzcoe.org>

Date: Tue, May 26, 2020 at 1:47 PM

Subject: Post Senior Graduation Celebration Parade

To: Sage Leibenson <sleibenson@santacruzcoe.org>, Faris Sabbah <fsabbah@santacruzcoe.org>, Bryan Wall <bwall@santacruzcoe.org>

Cc: Deven Wood <dwood@santacruzcoe.org>, Maggie Ogrady <mogrady@santacruzcoe.org>, Sharon deJong <sdejong@santacruzcoe.org>, Yolanda Gallardo <ygallardo@santacruzcoe.org>

Hello Sage, Faris and Bryan!

We would like to formally invite you to our Post Senior Graduation Parade! See attached flyer.

Sage, would you mind passing this invite on to our Board Members?

The plan is to have 5 "spaces" reserved at the top of Encinal where the grad families will park. A table will be there where they can pick up their program completion certificates, flowers, etc and pose for a photo, one at a time.

All of us spectators should plan to arrive no later than 9:40 to park ourselves along Encinal in our decorated vehicles (Congratulation signs, balloons, banners, streamers etc) as the graduates drive by on their way to park at the top of the hill.

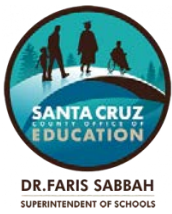
We will have a Karaoke machine/speaker to play the grad song. It has a microphone for those who have asked to speak.

I am excited to see the faces of these very excited graduates as they are celebrated!

Thanks for joining us if you can!

--

Kelli Smart



Sage Leibenson

Administrative Assistant to County Superintendent of Schools Dr. Faris Sabbah at Santa Cruz County Office of Education

A 400 Encinal St., Santa Cruz CA 95060

P (831)466-5900 **M** (510)219-6090

E sleibenson@santacruzcoe.org

W www.santacruzcoe.org

Pronouns: They/Them



Create your own [WiseStamp email signature](#)



Graduation Flyer .PNG
595K



Sage Leibenson <sleibenson@santacruzcoe.org>

AEC group registration opens next week

Sage Leibenson <sleibenson@santacruzcoe.org>

Fri, Jun 5, 2020 at 4:54 PM

To: board@santacruzcoe.org

Cc: Faris Sabbah <fsabbah@santacruzcoe.org>

Hi Trustees,

It's already that time of the year again to begin registering for this year's annual CSBA conference! This year it will be in Anaheim, and they are offering both virtual and in-person attendance. If you would like me to complete your registration, please let me know and specify whether you would like to attend virtually or in-person.

Thank you,

[Quoted text hidden]

--



Sage Leibenson

Administrative Assistant to County Superintendent of Schools Dr.

Faris Sabbah at Santa Cruz County Office of Education

A 400 Encinal St., Santa Cruz CA 95060

P (831)466-5900 **M** (510)219-6090

E sleibenson@santacruzcoe.org

W www.santacruzcoe.org

Pronouns: They/Them



Create your own [WiseStamp email signature](#)

Fwd: Budget News

Faris Sabbah <fsabbah@santacruzcoe.org>

Wed, Jun 3, 2020 at 3:57 PM

To: Supts List <supts@santacruzcoe.org>, Rebecca Olker <rolker@santacruzcoe.org>, Bryan Wall <bwall@santacruzcoe.org>, Debi Bodenheimer <dbodenheimer@santacruzcoe.org>, SCCOE Board <board@santacruzcoe.org>, Jason Borgen <jborgen@santacruzcoe.org>, Troy Cope <tcope@santacruzcoe.org>, Sage Leibenson <sleibenson@santacruzcoe.org>

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

From: **Peter Birdsall** <pbirdsall@ccsesa.org>

Date: Wed, Jun 3, 2020, 3:54 PM

Subject: Budget News

To: Robert Russell <russell@acUSD.org>, Scott Nanik <SNanik@ccoe.k12.ca.us>, Lynn Mackey <lmackey@ccoe.k12.ca.us>, Jeff Harris <jharris@delnorte.k12.ca.us>, Tracey Quarne <traceyquarne@glenncoe.org>, Barry Simpson <bsimpson@inyocoe.org>, todd.barlow@kingscoe.org <todd.barlow@kingscoe.org>, Brock Falkenberg <bfalkenberg@lakecoe.org>, Patricia Gunderson <pgunderson@lcoe.org>, Cecilia Massetti <cmassetti@mcsos.org>, Jeff Aranguena <jaranguena@mcusd.org>, mmartin@modocoe.org <mmartin@modocoe.org>, dguss@montereycoe.org <dguss@montereycoe.org>, Barbara Nemko <BNemko@napacoe.org>, Scott Lay <slay@nevco.org>, jberardi@spjUSD.org <jberardi@spjUSD.org>, Terry Oestreich <toestreich@pcoe.k12.ca.us>, MatthewsV@sfusd.edu <matthewsv@sfusd.edu>, Nancy Magee <nmagee@smcoe.org>, Kermith Walters (kwalters@siskiyoucoe.net) <kwalters@siskiyoucoe.net>, Lisette Estrella-Henderson <lehenderson@solanocoe.net>, skuykendall@stancoe.org <skuykendall@stancoe.org>, Tom Reusser (Tomr@sutter.k12.ca.us) <tomr@sutter.k12.ca.us>, Sarah Supahan <ssupahan@tcoek12.org>, Lewis, Garth <Garth.Lewis@ycoe.org>, Francisco Reveles <francisco.reveles@yubacoe.k12.ca.us>, Matt Strahl <mstrahl@alpinecoe.k12.ca.us>, Faris Sabbah <fsabbah@santacruzcoe.org>, Michelle Hutchins <mhutchins@mcoe.us>, stietjen@mcoe.org <stietjen@mcoe.org>, Ed Manasala <emanasala@edcoe.org>
Cc: Sandra S. Morales <smorales@ccsesa.org>, Ashley Lugo <alugo@ccsesa.org>

As we discussed regarding the budget during our conference call on Monday, here is an encouraging news report.

UPDATED: Senate, Assembly leaders announce two-house budget deal

By POLITICO California Staff

06/03/2020 05:54 PM EDT

Assembly and Senate Democrats have agreed on a state budget ahead of a June 15 deadline to send Gov. Gavin Newsom a spending plan for the next fiscal year, leaders in both houses announced Wednesday.

The houses did not immediately provide full details but said their plan would ensure "full funding of K-14 schools" and "use reserves to avoid overcutting now," suggesting their budget adheres largely to the same principles the Senate Budget and Fiscal Review Committee approved last week.

According to legislative slides, the two-house budget removes health and social service cuts proposed by Newsom and relies on deferrals to help bolster K-12 and community college spending if federal funds don't arrive. The proposal would provide a "small increase in school funding" regardless of federal decisions; the Senate had said it would give \$2.7 billion on top of what K-12 schools are receiving this fiscal year.

The joint budget would "protect" Proposition 56 funding that provides supplemental rate increases for Medi-Cal providers.

The Legislature is expected to vote on the main budget bill and trailer bills on the June 15 deadline. An Assembly budget subcommittee will meet Thursday for an informational hearing.

Legislative leaders must still work out an agreement with Newsom before the fiscal year starts July 1. The Democratic governor included \$14 billion in "trigger cuts" that would occur across California government absent an infusion of federal

aid that thus far has not arrived.



Fwd: FashionTeens Santa Cruz.....the show must go on!

Sage Leibenson <sleibenson@santacruzcoe.org>

Mon, Jun 1, 2020 at 8:22 AM

To: board@santacruzcoe.org

Good morning Trustees,

I'm excited to let you know that Virtual Fashion Teen is now available for viewing! Visit the link below to check it out. Our arts coordinator, Audrey Sirota, was instrumental in making this annual event possible virtually for students.

Best,

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

From: **Audrey Sirota** <asirota@santacruzcoe.org>

Date: Fri, May 29, 2020 at 8:26 PM

Subject: Fwd: FashionTeens Santa Cruz.....the show must go on!

To: Faris Sabbah <fsabbah@santacruzcoe.org>, Debi Bodenheimer <dbodenheimer@santacruzcoe.org>, Curriculum and Instruction Leaders <Candl@santacruzcoe.org>, Sage Leibenson <sleibenson@santacruzcoe.org>

Dear FashionTeens Students and Families,

Congratulations!

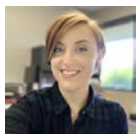
As you know, due to Covid 19 and the continuing Shelter In Place order, FashionTeens is being presented virtually this year. Undaunted, many of you created videos from your homes which were then edited into one fun, fantastic video. Wow, you're going to love this!

We are so excited to announce that the FashionTeens Santa Cruz virtual show will be available to watch starting June 1st! You can watch it through our website at fashionteens-santacruz.com or on the Santa Cruz County Office of Education's website, santacruzcoe.org

We want to thank you for your tremendous support of this program and the creative arts! Please find attached a copy of the FashionTeens poster and program for this year's events.

We hope you enjoy the show and look forward to seeing you all next year back at the SC Civic Auditorium!

Cheers,
FashionTeens Santa Cruz Team



Sage Leibenson

Administrative Assistant to County Superintendent of Schools Dr.
Faris Sabbah at Santa Cruz County Office of Education

A 400 Encinal St., Santa Cruz CA 95060

P (831)466-5900 **M** (510)219-6090

E sleibenson@santacruzcoe.org

W www.santacruzcoe.org

Pronouns: They/Them



3 attachments



FT 2020 Program_4_page_v3.pdf
759K



Fashion Teens Poster 2020_logos 2.pdf
2259K



FashionTeens-Poster-logo 2020.pdf
13671K



Sage Leibenson <sleibenson@santacruzcoe.org>

Support of PCS Creating a 6th Grade

1 message

Jo-Ann Panzardi <jpanzardisc@gmail.com>
To: sleibenson@santacruzcoe.org

Sat, Jun 13, 2020 at 9:01 PM

I thoroughly support PCS's proposal to create a 6th class:

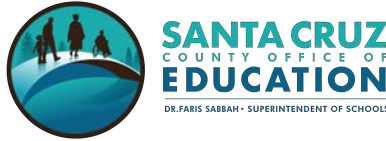
- with admission preference of students from minoritized backgrounds so that the PCS student population better represents the population of Santa Cruz County.
- to provide one transition to middle/high school since most elementary schools end with 5th grade.

Thank you!

Jo-Ann Panzardi

parent of sons Nicholas (2019) and Marcus (2023)

jpanzardisc@gmail.com



SANTA CRUZ COUNTY BOARD OF EDUCATION

AGENDA ITEM

Board Meeting Date: June 18, 2020

☐

Action

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Information

TO: Santa Cruz County Board of Education

FROM: Dr. Faris Sabbah, County Superintendent of Schools
Celeste Gutierrez, Student Leadership & Engagement Coordinator

SUBJECT: 2020 Civics Summit Student Recognition

BACKGROUND

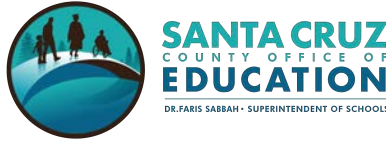
The Board will recognize two students who won the “It Ought To Be A Law” competition that took place at the 2020 Santa Cruz County Civic Summit.

SUPERINTENDENT’S RECOMMENDATION FOR BOARD ACTION:

Receive report.

FUNDING IMPLICATIONS

None.



SANTA CRUZ COUNTY BOARD OF EDUCATION

AGENDA ITEM

Board Meeting Date: June 18, 2020

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Action

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Information

TO: Santa Cruz County Board of Education

FROM: Dr. Michael Paynter, Senior Director, Student Support Services
Sarah Ferguson, Coordinator, Santa Cruz County Census

SUBJECT: 2020 Census Art Contest Award Recognition

BACKGROUND

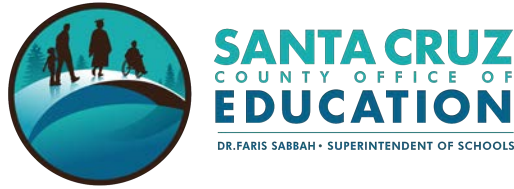
The Board will recognize a student for their winning design in the Santa Cruz County Office of Education's 2020 Census Art Contest.

SUPERINTENDENT'S RECOMMENDATION FOR BOARD ACTION:

Receive report.

FUNDING IMPLICATIONS

None.



SANTA CRUZ COUNTY BOARD OF EDUCATION

AGENDA ITEM

Board Meeting Date: June 18, 2020

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Action

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Information

TO: Santa Cruz County Board of Education

FROM: Dr. Faris Sabbah, County Superintendent of Schools

SUBJECT: Retirement Recognitions

BACKGROUND

The Board will recognize the important contributions of the following Santa Cruz County Office of Education employees who are planning to retire in the 2019-2020 school year.

Retirees: Julia Chiapella, Director, Young Writers Program
Mark Hodges, Senior Director, CTEP
Lauren Leff, Teacher of the Orthopedically Impaired, Special Education
Rayona Mullen Staniec, Medical Assisting Program Instructor, CTEP
Leta Vandenheuvel, Teacher, Alternative Education

SUPERINTENDENT'S RECOMMENDATION FOR BOARD ACTION:

Honor retirees by receiving the presentation.



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

SANTA CRUZ COUNTY BOARD OF EDUCATION

AGENDA ITEM

Board Meeting Date: June 18, 2020

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Action

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Information

TO: Santa Cruz County Board of Education

FROM: Dr. Faris Sabbah, County Superintendent of Schools

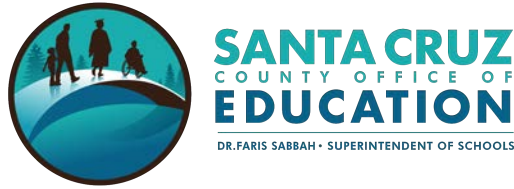
SUBJECT: ACSA Award Recognition

BACKGROUND

The Board will recognize Dr. Michael Paynter, Senior Director of Student Support Services, and Jessica Little, Senior Director of SELPA, for their nomination as Administrators of the Year by the Association of California School Administrators (ACSA).

SUPERINTENDENT'S RECOMMENDATION FOR BOARD ACTION:

Honor award recipients by receiving the presentation.



SANTA CRUZ COUNTY BOARD OF EDUCATION

AGENDA ITEM

Board Meeting Date: June 18, 2020

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Action

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Information

TO: Santa Cruz County Board of Education

FROM: Dr. Faris Sabbah, County Superintendent of Schools

SUBJECT: COVID-19 Update

BACKGROUND

Santa Cruz County Office of Education has been working in collaboration with the Santa Cruz County Health Services agency and school districts to prepare for and respond to the outbreak of COVID-19 in our community. The Board will receive an update on the ways in which the Santa Cruz County Office of Education has been working to respond to the COVID-19 crisis. The presentation will also include the anticipated impacts of COVID-19 on funding for California public schools.

SUPERINTENDENT'S RECOMMENDATION FOR BOARD ACTION:

Receive presentation.



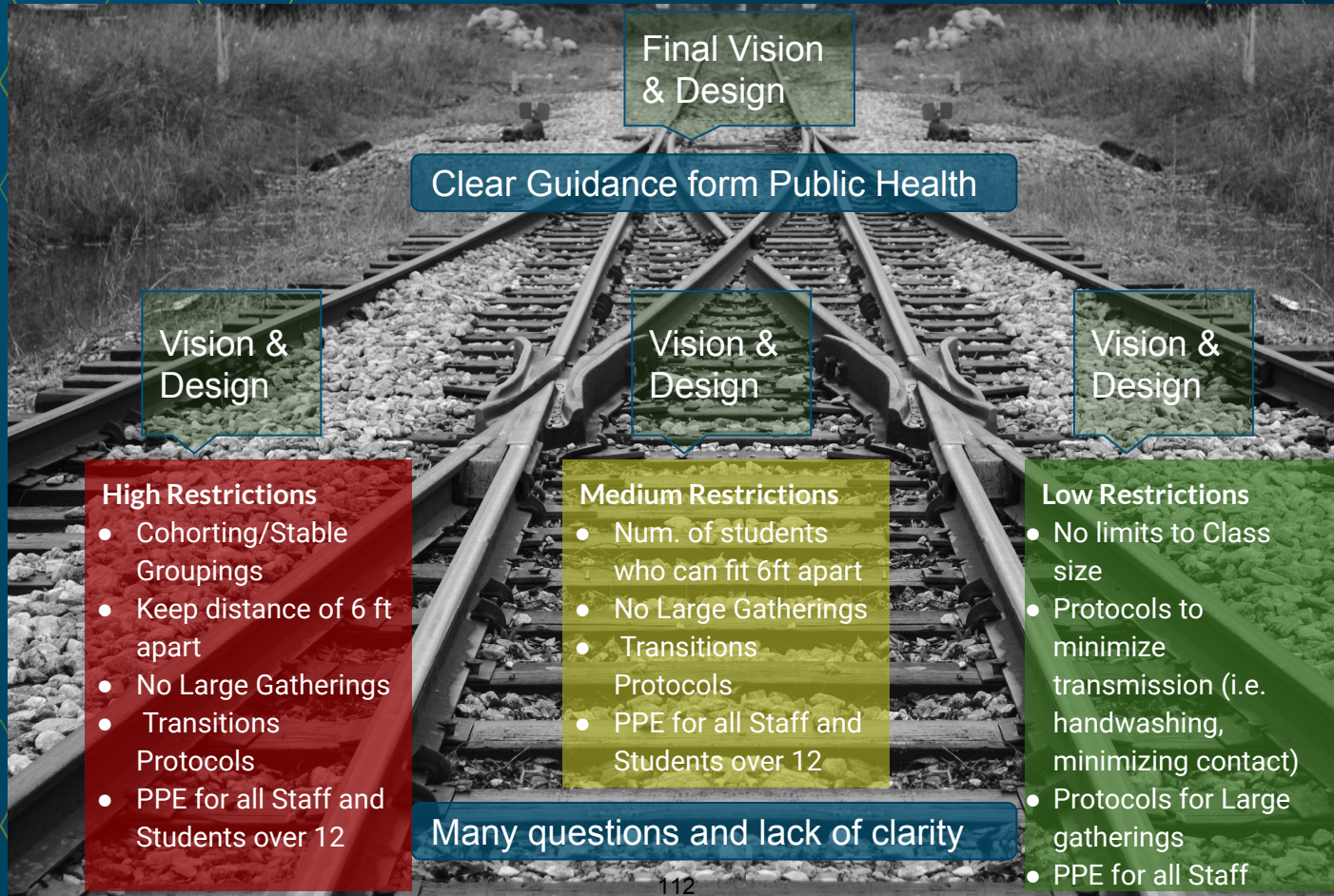
DR. FARIS SABBAH
SUPERINTENDENT OF SCHOOLS

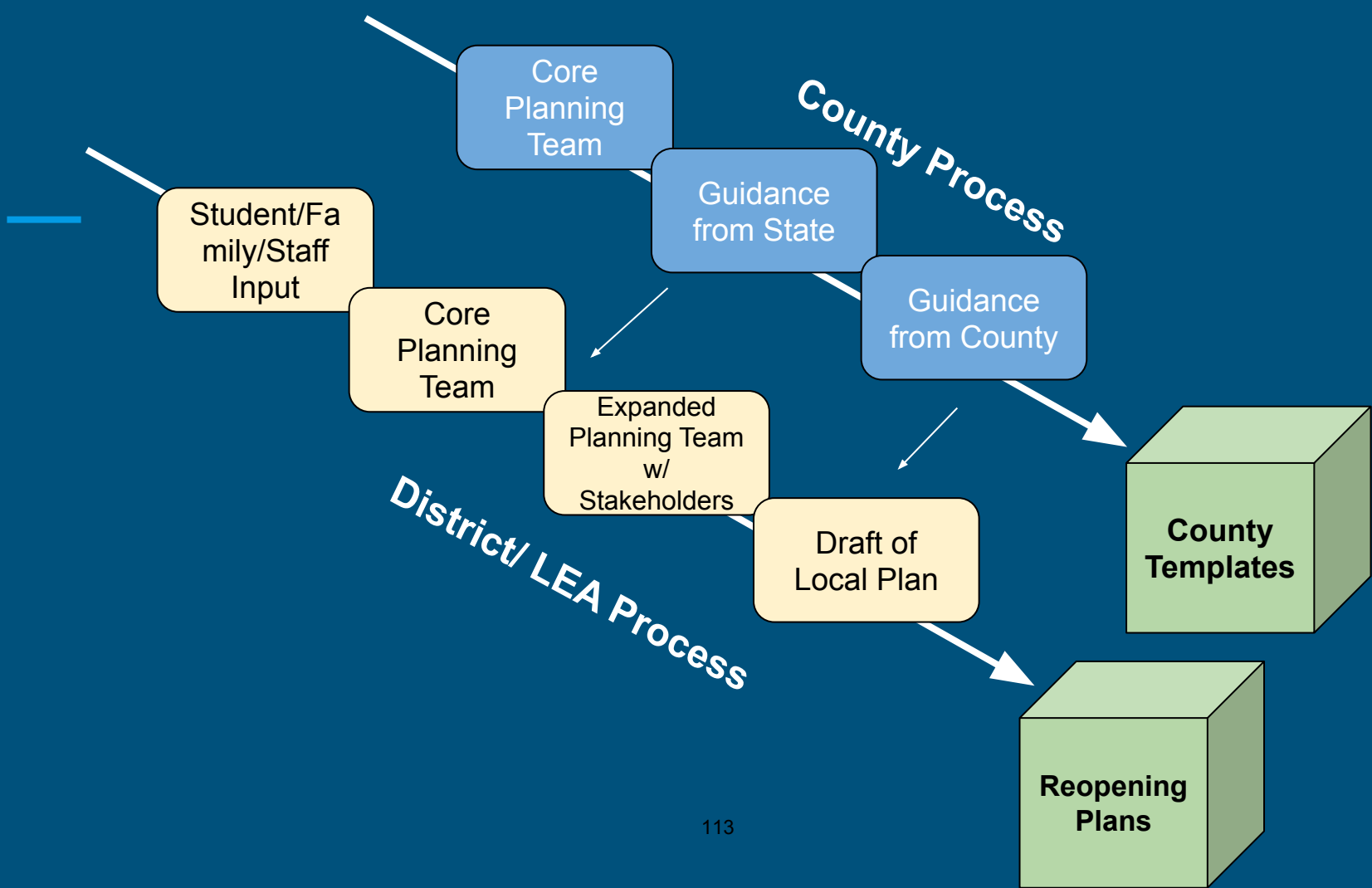
COVID-19 Board Report

6/18/2020

Updates

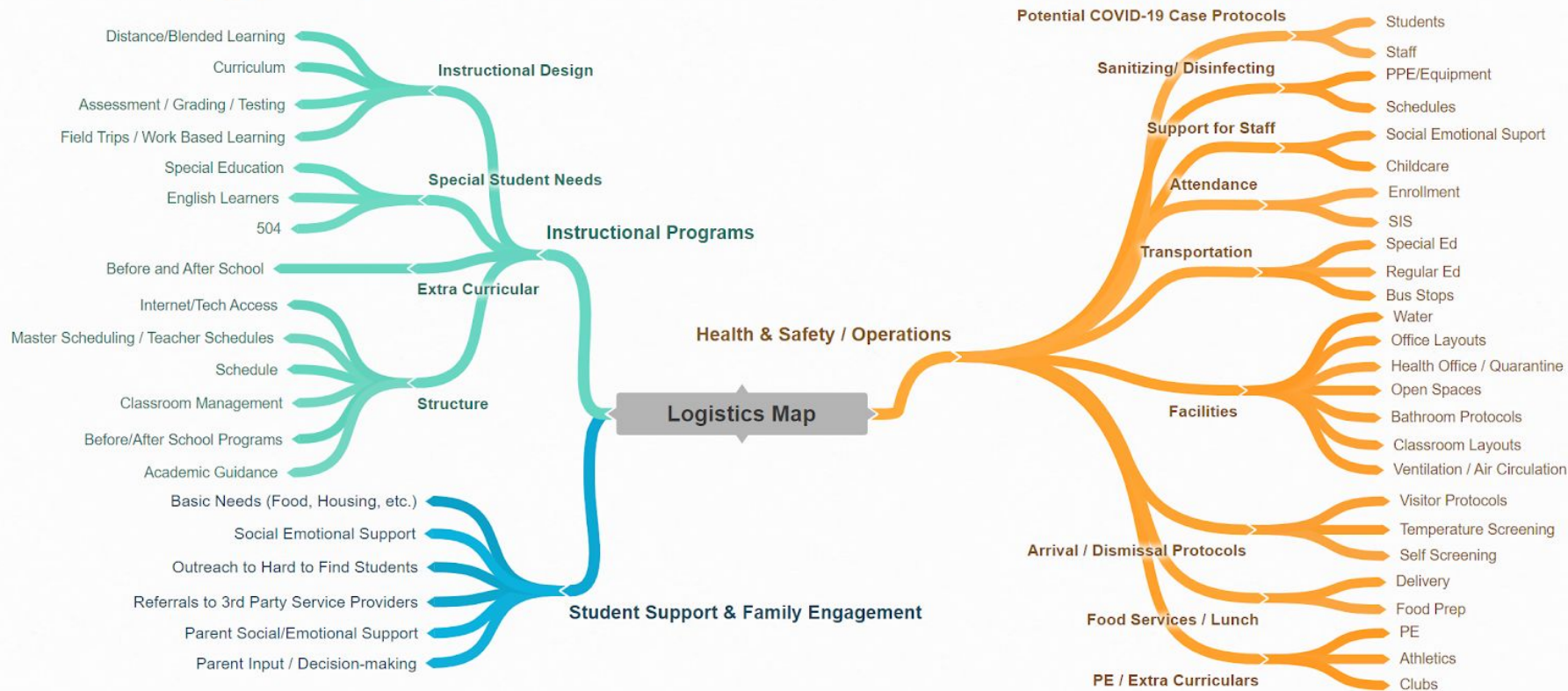
- Santa Cruz County continues to relax restrictions
- 3 COE Committees Formed
- 2 months of PPE provided by the OES through Santa Cruz COE
- Districts continuing with their plans
- Ongoing communication with our community
- The support of our bargaining units is key to the





Plans to Review Facilities

- Tool created to evaluate all spaces at School sites, district offices, and COE
- Checklist format like the Williams process



Financial Implications

- State Assembly/Senate are at odds with the Governor on the budget
- Financial Status remains unchanged as we are basing our funding projections on May Revise
- May revise requires a 10% reduction to LCFF allocations (with COLA = 7.98%)
- This will represent a \$1.8 Million reduction to COE Funding



DR. FARIS SABBAH
SUPERINTENDENT OF SCHOOLS

COVID-19 Board Report

6/18/2020



SANTA CRUZ COUNTY BOARD OF EDUCATION

AGENDA ITEM

Board Meeting Date: June 18, 2020

☒

Action



Information

TO: Santa Cruz County Board of Education

FROM: Debi Bodenheimer, Associate Superintendent, Educational Services

SUBJECT: Revised Petition to for Material Revision re: Pacific Charter Collegiate School

BACKGROUND

The Board will be asked to either approve (Resolution #20-13) or deny (Resolution #20-14) the petition for a material revision to Pacific Collegiate School (PCS). PCS submitted an updated and revised request for a material revision to add a 6th grade to the school, starting in the school year 21-22. (Their first request for a material revision to add a 6th grade was denied in December, 2019.) This request was submitted at the April board meeting of the Santa Cruz County Office of Education. The request was reviewed by the COE staff team and legal counsel. A public hearing was held in May.

STAFF RECOMMENDATION:

The Charter Review Team recommendation for the revised material revision to PCS is listed below:

Based on the Education Code and the evidence provided by PCS in their updated and revised request, the COE staff feels that PCS has met the requirements necessary and has answered many of the questions that were shared in December. Therefore the COE team recommends approval of the request for a material revision to add a 6th grade to PCS.

FUNDING IMPLICATIONS:

Listed within report.



Pacific Collegiate School

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

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

16 April 2020

Dear Dr. Sabbah and Santa Cruz County Board of Education Trustees,

As we discussed, attached please find a revised Request for Material Revision to add a 6th grade to Pacific Collegiate School (PCS), which currently serves the 7th through 12th grades. Most Santa Cruz public elementary schools only serve students through the 5th grade. Therefore, adding a 6th grade would bring the PCS grade configuration in line with our surrounding districts, and thereby eliminate the extra school transition (for 6th grade) required for students who wish to matriculate to PCS in the 7th grade. As we detail below and in Element G of the attached Request for Material Revision, the body of scholarly research in the education field clearly indicates that removing this additional school transition will be especially impactful in attracting families from historically under-represented backgrounds to apply to PCS. As such, bringing the PCS grade configuration in line with that of our surrounding districts will enable PCS to make important progress on our key goal of bringing the racial and ethnic balance of our student population in line with our surrounding districts.

On the basis of the research presented in Element G (attached), PCS is requesting a material revision to its charter, allowing the Charter School to add a 6th grade with up to 44 students starting in the 2021-2022 school year.

We have taken seriously the concerns outlined in your Staff Report (dated 11 December 2019), as well as the requirements in California Education Code Section 47605(b) (which is re-lettered to Education Code Section 47605(c) as of July 1, 2020), and have addressed each of them in the attached revised Request for Material Revision. Centrally, in line with your comments on the original petition, the revised petition contains far more detail on the Educational Program (Element A) relative to the 6th grade program, and the Student Population Balance (Element G). On the former, we have included a reasonably comprehensive description of our educational program and how this extends specifically to the proposed 6th grade. For example, we have included new details related to the number of students, timeline, budget, plans for instructional design, and support for English learners and students with disabilities. On the latter, the revised petition includes an in-depth review of the body of education research on factors that promote school integration. This analysis makes clear that integration within a school requires examining not just school enrollment, instructional practices, and school culture and retention, which are all addressed in our recently approved Diversity Plan (Appendix K), but also effectively addressing debilitating effects of non-standard grade configurations (Element G). We seek to eliminate our non-standard grade configuration by adding a 6th grade.

Importantly, we have extensively researched the factors that explain why parents, especially those from underrepresented backgrounds, are attracted to specific schools, and how to help all students thrive once they enroll. Central to our findings is that multiple school transitions (due to non-standard grade configurations) are a significant barrier to achieving racial and ethnic balance because they: (1) deter parents from enrolling their students, especially those from communities of color; and (2) reduce student achievement, especially for African-American and Hispanic/Latinx students, and those from lower socio-economic backgrounds. In the

attached, Element G: Student Population Balance, details the most important studies that explain these phenomena, including footnotes to the original sources for your further investigation.

Finally, to aid in your review, we have appended a table to this cover letter, which summarizes how we have addressed each of the concerns raised in your Staff Report (dated 11 December 2019). The table also includes cross references to the sections where these revisions can be found in the revised Request for Material Revision.

Many thanks for your time in reviewing our revised petition. We look forward to working with you to decrease the barriers that lower income and other historically under-represented groups in our community face in pursuing an education at PCS.

Sincerely,

A handwritten signature in black ink, appearing to read "McReitano".

Maria Reitano, Ed.D.
PCS Head of School

SCCOE Feedback	PCS Summary Response	Response Location
Component 1: unsound educational program		
<p>Educational Program: Number of Students: “As part of this initiative [Recruit More Diverse Student Population] PCS may create 1-2 pilot section(s) to determine feasibility before launching a full 6th grade program.” This statement is referenced in the Diversity Action Plan, without concrete details regarding (1) projected numbers of students and (2) teachers, (3) along with facility needs. (The timeline states that this will occur 6-12 months prior to implementation: “Identify any facilities enhancements needed to support sixth-grade.”), (4) It is also unclear what the difference would be between a pilot program and a full 6th grade program, and (5) how the pilot would be evaluated to determine its success.</p>	<p>Thank you for highlighting that these critical elements were not clear in our previous petition. We have clarified in the revised petition as follows:</p> <p>(1) A “section” at PCS contains approximately 22-26 students, with 4 sections per grade level. We will limit the 6th grade to a maximum of 44 students to ensure we are in compliance with our current facility’s maximum occupancy.</p> <p>(2) If this request for material revision is approved and PCS implements our 6th grade program with two sections (up to 44 students), we will employ 2 full time teachers for the 6th grade. These teachers will be assigned approximately 6-9 months in advance of implementation, in order to develop curriculum and assessments. In addition, we will assign part-time teachers for Health/Wellness and Visual Arts instruction.</p> <p>(3) Since adding up to 44 students will still keep PCS below the capacity of our current facility, we do not anticipate facility needs beyond those that can be accommodated at our current site.</p> <p>(4) The proposed plan has shifted from a pilot, evaluation, and potential expansion to adding a 6th grade of up to 44 students.</p> <p>(5) We will evaluate the success of the 6th grade program in various ways (outlined in Element C), as well as how the student population balance of the 6th grade class compares with that of historical 7th grade classes; and how earlier admission impacts PCS’ ability to address equity gaps in student achievement over time.</p>	Elements A-C
<p>Educational Program: Support for English Learners and Students with Disabilities: The material revision states that “Interventions and support systems, similar to those utilized</p>	<p>Thank you for highlighting that this was not clear in our original petition. The interventions and support systems that we currently have in place for 7th-12th grades that will also be available for 6th grade students include:</p>	Elements A-C

<p>for 7th-12th graders, will be put into place to ensure that sixth grade students are successfully progressing.” There are no additional details provided about these interventions and support systems, including staff and budget. One of the goals for adding a 6th grade program is to increase student diversity, which could lead to an increased need for services for EL and/or Special Education students.</p>	<p>ELPAC testing to identify language status and needs; Designated and integrated ELD instruction for EL language and academic support; Paraphrasing, accommodated assignments, and supplemental resources as needed; Access to the menu of services listed for any struggling student CLAD certified (or the CTC equivalent) and SDAIE trained faculty have the capacity and resources to accommodate individual needs BCLAD certified EL Instructional Assistant to directly support students and advise teachers regarding appropriate instructional strategies, materials, and supports to meet the needs of English Learners and those students recently reclassified as Fluent English Proficient</p> <p>We recognize that support for ELs and Special Education students requires both targeted intervention in addition to integrated supports for all teachers supporting these students. To that end, in addition to intervention support, we have also included the following additional supports: Hiring of an English Language Development Teacher to provide Designated ELD instruction in addition to an EL Coordinator/EL Instructional Assistant who currently supports academic and language development needs of EL students. This teacher will provide designated ELD instruction, consultation with 6th grade teachers on integrated ELD across the 6th grade curriculum, and coordination with EL Coordinator/EL Instructional Assistant to provide targeted support to English Learners. Professional development for teachers as outlined in the Diversity Plan Basecamp-type experience for 6th graders that will include student cohorts, particularly considering EL needs</p> <p>With respect to students with disabilities, PCS will provide all legally required supports for students with disabilities according to their Individualized Education Plans (Element A) with adequate funds available in our current Special Education budget for the external</p>	
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	<p>support providers required to support student IEP goals. PCS is committed to providing additional support as needed. The student support services listed in Element A will also be provided to 6th grade students in addition to the adoption of the AVID program.</p> <p>We have also included a Budget attached as Appendix N for specific costs associated with the 6th grade; we have not included basecamp, AVID, and professional development costs in the 6th grade budget as they apply across grades.</p>	
<p>Educational Program: Framework for Instructional Design and Attendance: The following information was provided about the structure for the 6th grade program: “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.” Additional information needs to be provided, including (1) the proposed bell schedule, (2) instructional minutes, (3) structure for instruction (i.e. Self-contained classroom vs. team structure), and (4) instructional and assessment materials. Many middle school 6th grades are structured with a separate bell schedule and/or block schedule. This has not been explained.</p>	<p>Thank you for requesting these additional details.</p> <p>(1) Because we see the 6th grade as a way to prepare younger students for the rigors of the PCS academic experience, the 6th grade will maintain a similar bell schedule as the rest of the PCS middle school students (7th and 8th). The proposed bell and class schedule for 6th grade is included in Appendix L.</p> <p>(2) PCS Instructional minutes, including those for the 6th grade are included in Appendix D.</p> <p>(3) We anticipate the 6th grade program will operate as two classrooms, with two teachers who may share teaching responsibilities (e.g. one teacher instructing in Humanities Core and the other in STEM Core), as illustrated by the proposed schedule (Appendix L). In addition, 6th grade teachers will collaborate with PCS colleagues to ensure vertical alignment, with particular collaborative focus on the development and teaching of World Explorers, which will be co-developed by 6th grade teachers and 7th-12th grade teachers from World Language and Visual and Performing Arts Departments.</p> <p>One of the hallmarks of PCS’s successful academic program is teacher-designed curricula with culturally relevant and engaging pedagogy along with rigorous standards at the heart of it. We intend to continue that tradition with the development of our 6th grade program. We have included detailed information about the</p>	<p>Elements A-C</p>

	<p>framework for 6th grade curricula in Element A. A detailed timeline for planning and curriculum development is included in Appendix L. This approach ensures that the 6th grade program will be academically sound, yet is consistent with PCS's approach to curriculum development writ large.</p> <p>(4) In keeping with PCS long-standing history of academic excellence and teacher-developed curricula, local formative and summative assessments will be developed by 6th grade teachers, in collaboration with PCS' Instructional Leadership Team and administration. Please see Element A for more details about this. PCS will continue to engage students in appropriate state and national assessments to measure student achievement. The proposed 6th grade will be included in this assessment practice, as outlined in Element B.</p> <p>(3) In order to mirror the PCS experience on a smaller scale, a team structure will be used wherein students will move between two classrooms (see proposed schedule in Appendix L).</p> <p>(4) As previously described, PCS has a long history of empowering our skilled educators with curriculum development and the recommendation of appropriate instructional materials for approval. This process will continue, with 6th grade teacher(s) charged with taking a primary role in identifying and recommending texts to support student learning goals and outcomes (see Elements A, B, and C for details).</p>	
<p>Timeline and Numbers of Students for Implementation:</p> <p>(1) The date for the implementation of the 6th grade pilot is not clearly identified within the document. On page 250, the budget assumptions assert an additional 25 students in the year 2021-2022. In a follow up email from the head of school on 12/6/19, she states, "If the request for material revision</p>	<p>We apologize for the inconsistency between the budget we submitted and the Head of School's email response. If approved, our anticipated launch for the first 6th grade cohort is the 2021-2022 school year. We would use the 2020-2021 school year for planning, curriculum development, and additional preparations. We have revised the timeline and budget to be consistent. We have also included a 3-year operational budget as requested (See Appendix N).</p>	<p>Element A</p>

is approved, PCS would use 2020-2021 as a planning year, and welcome our first 6th grade cohort of 24-48 students during the 2021-2022 school year.”		
Component 2: demonstrably unlikely to be successful		
This is a very broad suggestion of a timeline, which is missing many critical and concrete details. These details should be explained and expanded upon prior to approval of the addition of a 6th grade in order for the team to determine if 800 COE Staff Report: PCS Material Revision 6 implementation is plausible. Therefore, at this point in the initial stages of 6th grade program development, and the aforementioned concerns that are raised, it does not appear that the petitioner would be likely to successfully implement their Pilot program.	<p>We have revised the timeline to include more details (See Appendix L).</p> <p>We would also like to highlight that we have been running a highly successful school for 20 years. We have regularly ranked as a top 10 public school nationally as well as in CA, and our students’ test scores are consistently well above local, state and national averages. We urge you to consider our proven track record in your assessment of our capacity to be successful in adding a 6th grade to our already highly successful middle and high school program.</p>	Appendix L
Component 3: reasonably comprehensive descriptions of 15 elements required in Section 47605(b)(5)		
Educational Program: While this description [of proposed 6th grade curriculum] asserts a commitment to the integration of the 6th grade curriculum to the other grade levels, it provides little insight into the intended course of study for these students. There are no details provided about curriculum materials, textbooks, curriculum maps or course outlines.	We have included more detail on these curricular issues in the revised petition. (see Element A, B, and C). However, part of what makes PCS so successful is the culture of creativity and rigor that our faculty bring to curriculum development. Asking for full details on all of these issues would require us to assign 6 th grade teachers to develop this curriculum prior to knowing we had a 6 th grade approved. This is impossible for reasons of fiduciary responsibility. Instead, we have outlined a detailed curricular framework and proposed a timeline that includes assigning 6th grade teachers. PCS has secured a commitment of private philanthropic funds that would allow assignment of two 6th grade teachers to engage in curriculum development, collaboration with other faculty at PCS faculty, assessment development, instructional materials recommendations (e.g. textbooks), and	Elements A-C

	preparation of course outlines for 6-9 months prior to implementation.	
<p>Educational Program: There is no discussion of a Physical Education program, nor mention of how the 6th grade students will stay physically active. The timeline states that some of this information will be created 6-12 months prior to implementation: “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... Select textbooks and instructional materials to support proposed sixth-grade curriculum.”</p>	<p>We have done some additional research and fleshed out the plans for physical education and physical activity in more detail. Centrally, the proposed 6th grade program will include a Health/Wellness course taught by a credentialed Physical Education teacher. In addition, our plan and budget include funds to convert some of our outdoor space to make it more conducive to outdoor play and activity (see Appendix N). We have also engaged in preliminary discussion with Toadal Fitness (located across the street from PCS) regarding the potential rental/use of their gym facilities by 6th grade Heath/Wellness classes.</p>	Appendix N
<p>Measurable Student Outcomes: “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.” There are no details provided about the types of assessments that will be used to assess 6th grade outcomes. In order to assess student outcomes, there should be both formative and summative assessments in place, including a comprehensive report card.</p>	<p>Thank you for inquiring in more detail about this. We have included more detail about the proposed 6th grade curricula in Element A, and assessment plans in Elements B and C of the request for material revision.</p> <p>PCS is committed to both formative and summative assessments to track student learning progress, including a comprehensive report card that will apply to all 6th graders, as is already prepared for students in our 7th-12th grade program.</p> <p>In addition, the assignment of 6th grade teachers 6-9 months prior to implementation will allow for thoughtful development of standards-aligned formative and summative local assessments.</p>	Elements A-C
<p>Governance: There is no information provided about how 6th grade parents will be incorporated into current parent groups.</p>	<p>Thank you for pointing out that this was not clear. We have expanded our discussion of the modes of parent participation that are available at PCS, including some new ones, like a Parent Advisory Committee, and clearly explained that 6th parents will be invited to participate in all of</p>	Element D

	these opportunities. Please see Element D for more information about parent engagement at PCS.	
<p>Employee Qualifications: There is no description of the qualifications required for the new 6th grade teacher(s), or an explanation of where the teacher(s) will be housed, what credential (multiple subject or single-subject) is required, and how the teacher(s) will be recruited to meet the needs of an ostensibly more diverse 6th grade 801 COE Staff Report: PCS Material Revision 7 program in a rigorous academic environment. The timeline states that this will occur 6-12 months prior to implementation. “Write job description for sixth-grade teacher/team...Begin recruitment and hiring process for sixth-grade teacher/team.”</p>	<p>We project assigning two 6th grade teachers (ideally, one a Humanities focus and another with a STEM background). We propose assigning such teachers 6-9 months prior to implementation of the 6th grade. As noted above PCS has secured a commitment of private philanthropic funds to support this effort, pending approval of this petition. This would allow the teachers to develop curriculum and assessments, collaborate with other PCS faculty for vertical alignment, and ensure an integrated approach to curriculum reflecting PCS’ long held value for integrated curriculum.</p> <p>In addition, we have included a job description for the 6th grade teachers in Appendix Q.</p>	Element A and Appendix Q
<p>Student Population Balance: It is unclear to the Review Team if adding the 6th grade would, in fact, result in a greater diversity of the school population and what research supports the idea that multiple school transitions is a barrier to diversity in student populations. needs and diverse backgrounds, across the county.</p>	<p>Thank you for highlighting that this crucial part of our prior petition was not clear enough. We have conducted a comprehensive analysis of this issue, which clearly indicates that non-standard grade configurations are a substantial barrier to access for students from historically underrepresented communities, especially those from African-American, Hispanic/Latinx, and lower socioeconomic backgrounds. This body of research is now detailed in Element G of the revised request for material revision including references to the original scholarly sources.</p> <p>In addition to eliminating this large barrier to access, it is important to note that preferences for the proposed 6th grade, outlined in Element H, include an enrollment preference for students who will be First to College (FTC) and /or eligible for Free and Reduced Price Meals (FRPM). This not only diversifies our initial 6th grade cohort, but will have lasting impacts on diversity, as those students, their siblings, and subsequent cohorts progress through our program.</p>	Element G-H

	Taken together, these combined actions will have a significant impact on diversity at PCS.	
<p>Student Population Balance: Additionally, it is recommended that PCS investigate other methods of increasing diversity, including (1) offering bussing for students (especially those in South Santa Cruz County), (2) analyzing the effect on diversity of the lottery preference for children of board members, (3) analyzing the number and diversity of families who are not eligible to apply to PCS due to their lack of attendance at parent meetings, and (4) implementing a strong recruitment method for students with special needs and diverse backgrounds, across the county.</p>	<p>Thank you for these suggestions. We have conducted the analyses you have suggested and have found the following: Bussing 40 students would cost approximately \$80,000/year. This is outside the current budget, so not included at this time; however, PCS may consider this in the future.</p> <p>Board preferences in the lottery are positioned to increase the diversity of the student population. Assuming all Board Nominees are voted onto the Board at the June 3, 2020 regular meeting, the Board will be 50% people of color, including 33% Hispanic/Latinx and 10% African American.</p> <p>Per our recently approved charter, families are no longer required to attend parent meetings in order to apply to PCS.</p> <p>We are currently recruiting for a new Outreach Coordinator to lead these efforts.</p>	<p>Cover letter, Element H</p> <p>Introduction, Element D</p> <p>Appendix K</p>

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
APRIL 16, 2020

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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(d)(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(c)(6)]
- The Charter School shall be non-sectarian in its programs, admissions policies, employment practices, and all other operations. [Ref. Education Code Section 47605(e)(1)]
- The Charter School shall not charge tuition. [Ref. Education Code Section 47605(e)(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(e)(2), admission to the Charter School shall not be determined according to the place of residence of the student or of that student’s parent or legal guardian within the State. Preference in the public random drawing shall be given as required by Education Code Section 47605(e)(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(e)(2)(C). [Ref. Education Code Section 47605(e)(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(e)(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 the Commission on Teacher Credentialing certificate, permit, or other document required for the teacher's certificated assignment. The Charter School may use local assignment options authorized in statute and regulations for the purpose of legally assigning certificated teachers, in the same manner as a governing board of a school district. Teachers employed by charter schools during the 2019–20 school year shall have until July 1, 2025, to obtain the certificate required for the teacher's certificated assignment. [Ref. Education Code Section 47605(l) and 47605.4(a)]
- 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(e)(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(d)]
- The Charter School shall comply with any applicable jurisdictional limitations to the locations of its facilities. [Ref. Education Code Section 4760547605.1]
- 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
Board of Directors
Pacific Collegiate School

April 16, 2020

Date

Introduction Background on PCS

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. In the future, PCS will not require applicants to attend an information session, although we will continue to offer them so that potential PCS families can learn about the Charter School and its programs prior to applying. 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) 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 at 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,

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

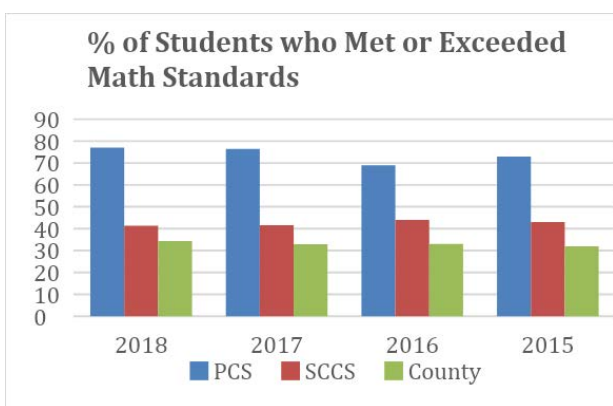
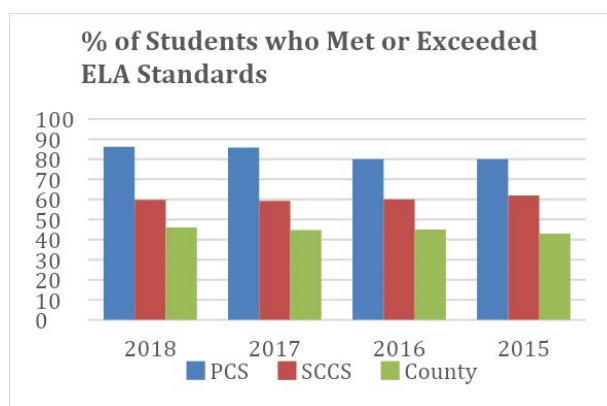
Title 5, California Code of Regulations Section 11966.4(b)(1) states: “When considering a petition

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 xes.

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).

Rationale for Material Revision

When Pacific Collegiate School was established in 1999, most elementary schools in Santa Cruz County served pupils in Kindergarten through 6th grades. As such, the original PCS program, established in 1999, served pupils in the 7th through 12th grades - welcoming students as they graduated from their elementary schools. In 2003, the majority of Santa Cruz County districts realigned their schools, having elementary schools serve pupils in Kindergarten through 5th grade. Unfortunately, because of the terms of the PCS charter at the time, that change did not apply to the Charter School. As a result, since that time the majority of students who wished to attend PCS left their elementary school after 5th grade, attended 6th grade at a new middle school, and then switched schools a second time, to attend PCS in the 7th grade. We refer to this cumbersome transition as the “double jump.”

The core of our request for a material modification is to eliminate the “double jump,” which would bring the PCS program in line with those of our surrounding districts and ease this transition for all families. As is described in Element G, below, removing the “double jump” will be especially impactful in attracting families from historically under-represented backgrounds. It is well documented in the body of educational research that requiring multiple school transitions is a major factor deterring these groups from applying to PCS. As such, by bringing the PCS program in line with that of its surrounding districts, adding a 6th grade to PCS will enable the Charter School to make important progress on our key goal of achieving racial and ethnic balance at PCS.

On the basis of the research presented in Element G below, PCS is requesting a material revision to its charter, allowing the Charter School to add a 6th grade with up to 44 students starting with the 2021-2022 school year.

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(c)(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 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(c)(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(c)(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 within a small school context. Moreover, PCS seeks to reflect the demographic surroundings of the surrounding area, with a particular focus to ensure a greater population of traditionally marginalized students have an opportunity to receive access to an exemplary education. Our specific actions and goals to ensure our target population evolves to reflect this commitment over time are outlined in our Diversity Plan (**Appendix K**).

The addition of a 6th grade would extend an exceptional educational opportunity to more students in the community, in addition to removing a key barrier to access to PCS for underserved students (see below regarding Racial & Ethnic Balance).

Current enrollment for the 2019-2020 school year is at 541 students. Projected enrollment for the 2020-2021 school year in grades 7-12 will be 560 students. PCS maximum enrollment is 604, 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.). Within the 6th grade, PCS shall enroll no more than 44 students, bringing the Charter School to a maximum enrollment of 604. As the current use permit for the facility at 3004 Mission Street allows for 604 students, no additional facilities will be needed to accommodate the proposed 6th grade.

Educational Strategy

Pacific Collegiate School, a site-based school, believes that with adequate support structures, all students are capable of success in a demanding, rigorous and relevant college preparatory program. 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. Key to providing the conditions for a culture of high expectations to be successful is quality instruction, engaging and culturally relevant pedagogy, and access to rigorous content, even for those coming in below grade level (See, TNTP, *The Opportunity Myth*, 2018). 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.

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. This smaller class size is also a defining feature of PCS's ability to support students from a variety of educational and socioeconomic backgrounds, and to invest in successful outcomes tied to our Diversity Plan.

How Learning Best Occurs

How learning best occurs is very dependent on the student; as Todd Rose shares “There is no average learner” and thus, 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 provides a supportive environment for all students to achieve.

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 all 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 discriminate 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 seek 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(c)(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 the Commission on Teacher Credentialing certificate, permit, or other document required for the teacher’s certificated teaching assignment. PCS may use local assignment options authorized in statute and regulations for the purpose of legally assigning certificated teachers, in accordance with all of the requirements of the applicable statutes or regulations in the same manner as a governing board of a school district. PCS shall have authority to request an emergency permit or a waiver from the Commission on Teacher Credentialing for individuals in the same manner as a school district.
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 an opportunity to participate in release days to support ongoing learning. Teachers assigned for the 6th grade program will hold valid and appropriate CTC credentials.
Subpriority B – Instructional Materials	
Goal to Achieve Subpriority	100% of students in grades 6-12, 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 in high school.
Actions to Achieve Goal	All instructional materials purchased will be aligned to CCSS and aligned with our charter. All high school students will continue to have access to AP courses and curriculum. Instructional materials selected and purchased for the 6th grade will align to CCSS and our charter in all subject areas. All students will have equitable access to curriculum and instructional materials.
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	<p>Release/extra time will be provided to departments to develop and align curriculum and attend training related to CCSS.</p> <p>6th grade teachers will be assigned 6-9 months in advance of implementation in order to allow ample time for training, planning, material selection, and curriculum development.</p>
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, and both integrated and designated English Language Development, as demonstrated by progress in local assessments.
Actions to Achieve Goal	EL students in grades 6-12 will participate in ELA/Literacy instruction and other CCSS aligned coursework with grade-level peers, as well as Integrated and Designated English Language Development in alignment with California ELA/ELD Framework, and additional support will be provided by designated staff (ELD Teacher, EL Instructional Assistant and Academic Support Specialist).
Subpriority C – EL Students & English Language Proficiency	

Goal to Achieve Subpriority	EL students at PCS will gain English Language proficiency at or above California reclassification rates. 100% of Reclassified Fluent English Proficient students will receive ongoing support to ensure academic success for at least four years after reclassification.
Actions to Achieve Goal	EL students will participate in ELA/Literacy instruction with grade level peers, as well as integrated and Designated English Language Development in alignment with California ELA/ELD Framework, and additional support will be provided by designated staff (ELD Teacher, EL Instructional Assistant, and Academic Support Specialist).
<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 and continuing track record of parent representation, and a commitment to diversity. School will recruit parent/guardian representation through various modes of bilingual 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 parent input to school. Membership in PCS committees, and participation in PCS parent meetings and events will reflect the diversity of our school community.

Actions to Achieve Goal	<p>School will seek to increase participation through various modes of bilingual 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.</p> <p>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, parent volunteer hours.</p>
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. Parent input on school-specific 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.
<p><u>State Priority #4— Student Achievement</u></p> <p><i>Pupil achievement, as measured by all of the following, as applicable:</i></p> <ul style="list-style-type: none"> <i>A. California Assessment of Student Performance and Progress statewide assessment</i> <i>B. Percentage of pupils who have successfully completed courses that satisfy UC/CSU entrance requirements, or career technical education</i> <i>C. Percentage of ELs who make progress toward English language proficiency as measured by the English Language Proficiency Assessments for California (ELPAC)</i> <i>D. EL reclassification rate</i> <i>E. Percentage of pupils who have passed an AP exam with a score of 3 or higher</i> <i>F. Percentage of pupils demonstrating College and Career Readiness, as reflected in California’s accountability system</i> 	
Subpriority A – CAASPP: ELA/Literacy and Mathematics	

Goal to Achieve Subpriority	75% of students at every applicable grade level (6-12), 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 the general PCS student population.
Actions to Achieve Goal	Classroom instruction and environment conducive to student learning of CCSS aligned curriculum in all grades (6-12). Appropriate and meaningful use of instructional technology to enhance student learning. Focused FTC and EL 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. In addition, EL students will demonstrate progress in the use of academic language in all content areas, as measured by local assessments.
Actions to Achieve Goal	EL students in grades 6-12 will participate in ELA/Literacy instruction with grade- level peers, as well as integrated and designated English Language Development in alignment with California ELA/ELD Framework, and additional support will be provided by designated staff (ELD Teacher, ELL Instructional Assistant, and Academic Support Specialist).
Subpriority D – EL Reclassification Rates	
Goal to Achieve Subpriority	EL students will be reclassified at or above California reclassification rates, as determined by: (1) overall performance level of 4 on ELPAC, (2) local criteria: performance within same range of proficiency as their English

	speaking peers on CAASPP or other standardized assessment (3) teacher evaluation based on content mastery and , student use of academic language, (4) parent input.
Actions to Achieve Goal	100% of EL students at all grade levels (6-12) will participate in ELA/Literacy instruction with grade- level peers, as well as integrated and designated English Language Development in alignment with California ELA/ELD Framework, and additional support will be provided by designated staff (ELD Teacher, EL Instructional Assistant, and Academic Support Specialist).
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.
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. Subsidize the 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.

State Priority #5— Student Engagement

Pupil engagement, as measured by all of the following, as applicable:

1. *School attendance rates*
2. *Chronic absenteeism rates*
3. *Middle school dropout rates (EC §52052.1(a)(3))*
4. *High school dropout rates*
5. *High school graduation rates*

Subpriority A – Student Attendance Rates

Goal to Achieve Subpriority	PCS will maintain a 95% ADA rate for students at all grade levels (6-12), 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 in all grades (6-12) 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. The 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 6th, 7th, and 8th 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> <ol style="list-style-type: none"> 1. <i>Pupil suspension rates</i> 2. <i>Pupil expulsion rates</i> 3. <i>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% for students in all grades (6-12).
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 the 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 eligible, or foster youth; E.C. §42238.02) and students with exceptional needs. “Broad course of study” includes the following, as applicable:</i> <u>Grades 1-6:</u> English, mathematics, social sciences, science, visual and performing arts, health, physical education, and other as prescribed by the governing board. (E.C. §51210) <u>Grades 7-12:</u> 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))	
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	<p>The program/curriculum for the proposed 6th grade will provide all students access to high-quality instruction aligned to CCSS. 6th grade students will have access to sufficient technology and devices to support optimal learning conditions.</p> <p>All 7th grade students will be enrolled in a technological literacy course (Study Skills and Technology).</p> <p>PCS will continue to offer multiple sections of computer science, SSTech, and incorporate technology-based instruction across the curriculum. School will maintain an adequate number of devices for student use to support technology integration in learning.</p>
<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	<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 in grades 6-12 at PCS 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	<p>All PCS students, including all student subgroups, unduplicated students, and students with exceptional needs, will demonstrate grade level skills and content knowledge in World History, US History, and Geography.</p> <p>All PCS students will complete AP World History and AP US History.</p>
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. For the proposed 6th grade, this will also include World History and Geography instruction focused on ancient civilizations, in alignment with State Standards.
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 NGSS aligned 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.

	Specifically, students in the proposed 6th grade will study Earth Science as part of discipline-specific middle school science sequence, including 7th grade Life Science and 8th grade Physical Science.
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. 100% of PCS students will participate in a designated Visual Arts course in 6th grade. In addition, Performing Arts will be integrated into 6th grade World Explorers and Humanities Core courses.
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	<p>PCS will offer four-year programs in at least four languages, with the 4th year being an AP Course.</p> <p>The proposed 6th grade curriculum will include introduction to PCS offered World Language languages (in 2019-2020: French, Latin, Mandarin, and Spanish) as part of the World Explorers class curriculum.</p>

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.

Throughout its twenty-year history, Pacific Collegiate School teachers and administrators have developed curricula 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 content area, we want students to be prepared to take and pass AP exams, and to graduate from PCS with knowledge and skills that will ensure they thrive in any college or career they choose. For this reason, academic preparation and study skill development are essential components of the PCS program in earlier grades.

The proposed 6th grade program is designed to lead into the 7th and 8th grade curricula, creating a comprehensive middle school program that prepares students to successfully complete PCS's rigorous high school graduation requirements. As such, curricula for the proposed 6th grade is vertically aligned to the existing 7-12 program at PCS, and incorporates the following:

- A. Integrated Humanities Core (English Language Arts/History)
- B. Designated and Integrated English Language Development
- C. Integrated Science, Technology, Engineering and Mathematics (STEM) Core
- D. Foundations/AVID (Study skills development, tutoring support, college awareness)
- E. World Explorers (Integrated international language, culture, arts, and music study)
- F. Visual Arts
- G. Wellness (Health and Physical Education)

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 the proposed 6th grade, this includes the enhanced support of a Foundations/AVID class designed to build academic and study skills, create a college-going culture, and provide opportunities for tutoring and intervention during the school day. For students who are initially more prepared for the PCS curriculum series, the integration of 6-12 grade into one school allows ample opportunity for advancement, acceleration, and enrichment.

Graduation Requirements

<u>PACIFIC COLLEGIATE 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 1 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	<i>3 years of the same language*</i> <i>(any grade level)</i>	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	<i>3 years of electives*</i>	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 in our current 7-12 program, and as such, curricula at the Charter School are 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.

For example, 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, 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.

The proposed curricula for 6th grade reflects these same values for cross-curricular study and integration. Students will engage in integrated study of English and History in a Humanities Core class; of Science, Technology, Engineering, and Mathematics in a STEM Core class, and of World Languages, cultures, music, and art in a World Explorers class. In addition to a Visual Arts course, 6th grade students will benefit from the integration of music and performing arts across the curricula for that program, as co-developed by 6th grade teachers and Performing Arts teachers. The current course offerings at Pacific Collegiate School are set forth below including proposed 6th grade content included in *italics*, as well as in descriptions below. Our 2019-20 Master Schedule is included in **Appendix C**.

<u>English</u> 6th Grade Humanities Core 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 <i>An introduction to each of the World Languages offered at PCS will be integrated into the World Explorers curriculum.</i>
<u>History</u> 6th Grade Humanities Core, Geography 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> 6th Grade Visual Arts Art 1 Art 2 Art 3 Graphic and Digital Arts Studio Art AP Studio Art AP Art History
<u>Science</u> 6th Grade, Earth Science 7th Grade, Life Science 8th 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 <i>Performing Arts will be integrated into the 6th grade curriculum, particularly in Humanities Core and World Explorers curricula.</i>

<u>Mathematics</u> 6th Grade Mathematics 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 <i>Music will be integrated into the 6th grade program, particularly in the World Explorers curriculum.</i>
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The development of the proposed 6th grade program will follow the long and successful history of teacher-created curricula at PCS. Highly skilled and innovative teachers will be employed to create the specific units, lessons, and assessments for each content area, building on a standards-based curriculum framework and vertical alignment with the rigorous and successful 7-12 program. PCS will employ 2 full-time teachers for the 6th grade (ideally, one with a Humanities focus, and one with a STEM focus), to provide complimentary instruction for up to 44 students. These teachers will have ample time to work in collaboration with colleagues in each academic department at PCS, and experts in the curriculum and instruction department at Santa Cruz County Office of Education to make recommendations regarding the textbooks, supplementary materials, and local assessments that will best support the success of our students and program (See proposed timeline for curriculum and assessment development, in **Appendix L**).

As previously described, the framework for 6th grade learning will reflect PCS’ schoolwide value for integrated curriculum and cross-curricular study. For example, students in 6th grade will study English Language Arts and History standards in an integrated Humanities Core, and Math and Science standards in an integrated STEM Core. In addition, they will participate in a World Explorers course, which will engage 6th graders in units of study focused on language, culture, music, and art from around the world (See **Appendix L**).

A brief description of the new 6th grade curriculum framework for each academic subject is included below, to demonstrate the connections between the 6th grade program and existing 7-12 academics at PCS.

Subject Area Discussion

English

Each year, students at PCS in grades 7-11 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.

In the proposed 6th grade, students will develop reading, writing, listening, and speaking skills and proficiency on grade-level English Language Arts standards in the same ways, aligned with rigorous standards. Specific focus and attention will be given to reading and comprehending a variety of literature, poetry, and nonfiction texts; integrating information presented in different media, formats, or texts into a coherent understanding of a topic or issue; evaluating the argument and specific claims in a text, and comparing and contrasting representations of different authors and genres. 6th grade writing will aim to develop students' abilities to write arguments to support claims with clear reasons and relevant evidence; to draft informative/explanatory texts to examine a topic and convey ideas; and to write narratives to develop real or imagined experiences or events using effective technique, relevant descriptive details, and well-structured event sequences. Students will use technology to research and effectively publish or present their work. Students will develop speaking and listening skills by participating in collaborative activities and readers' theater, creating multimedia presentations, and giving and analyzing speeches. Students in 6th grade will also use Vocabulary Workshop for supplemental vocabulary and academic language development. English Language Arts content, units of study, and texts for 6th graders at PCS will be integrated with History content into a Humanities Core class.

The Humanities Core class for English Learners will provide Designated ELD, with focused instruction on the state-adopted ELD standards to assist English learners in developing the English language skills necessary for academic content learning in English. Integrated ELD will be provided across all content areas.

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.

The study of History in the proposed 6th grade will reflect a similar approach, focus, and learning activities. In alignment with California standards, the History curriculum will be World History and Geography: Ancient Civilizations. 6th graders will focus on understanding world geography and how it influenced the emergence of civilizations in Mesopotamia, Egypt, ancient Israel, the Indus River valley, China, Mesoamerica, and the Mediterranean basin. Students will have the opportunity to grapple with the connections between geography, environmental issues, political systems and power structures, which also exist in the modern world. Students will learn to interpret a variety of primary and secondary sources, consider multiple points of view, cite evidence from sources, and make claims based on a variety of evidence. History content for 6th graders at PCS will be integrated with English Language Arts content into a Humanities Core class.

The Humanities Core class for English Learners will provide Designated ELD format, with focused instruction on the state-adopted ELD standards to assist English learners in developing the English language skills necessary for academic content learning in History. Integrated ELD will be provided across all content areas.

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.

Mathematics instruction in the proposed 6th grade will be taught in an integrated STEM Core class. The curriculum for 6th grade will be aimed at building foundational skills and number sense in mathematics, including four critical areas identified by CCSS for mathematic in grade 6: (1) connecting ratio, rate, and percentage to whole number multiplication and division and using concepts of ratio and rate to solve problems; (2) completing understanding of division of fractions and extending the notion of number to the system of rational numbers, which includes negative numbers; (3) writing, interpreting, and using expressions and equations; and (4) developing understanding of statistical thinking. Students will also work toward fluency with multi-digit

division and multi-digit decimal operations. To ensure readiness for Pre-Algebra (or Algebra) in grade 7, students will build proficiency and fluency at using the multiplication table up to 12, completing long division with integers, and performing all operations with decimals and natural numbers. More specifically, students will develop a firm understanding of sets, as well as competency in adding and subtracting integers geometrically, adding and subtracting fractions with unlike denominators, and converting mixed numbers to improper fractions (and back).

A strong focus for instruction in the proposed 6th grade will be making math fun for students and connecting mathematics to real world problems through problem-based STEM/STEAM learning.

The STEM Core class will include integrated ELD strategies and instruction to assist English learners in developing the English language skills necessary for academic content learning in Math and Science.

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 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.

Middle school science courses are designed as an introduction to all of the fundamental sciences. PCS has elected to follow a discipline specific model. Life science is the main focus for 7th grade, and Physical Science is 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.

In the proposed 6th grade, science instruction will be integrated into a STEM Core class primarily focused on NGSS-aligned Earth Science content, including units focused on the Earth's place in the Universe, the Earth's systems, and the impact of human activity on the Earth's climate and resources. In addition, students will be introduced to computer science and electronics, as well as scientific concepts and science methodology. As part of the 6th grade STEM Core, students will learn to use math, science, design thinking, and engineering as part of a solutions-oriented exploration of contemporary environmental challenges.

The STEM Core class will include integrated ELD strategies and instruction to assist English learners in developing the English language skills necessary for academic content learning in Science.

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). Languages offered at PCS may change over time.

In the proposed 6th grade, students will study world language, culture, music and arts as part of an integrated World Explorers class. This class will feature units of study collaboratively developed and delivered by 6th grade teachers, and teachers of each language offered at PCS. In this way, students will augment their understanding of the geography and literature they explore in 6th grade Humanities Core class, while simultaneously being introduced to languages they may choose to study in greater depth in grades 7-12 at PCS.

The World Explorers class will include integrated ELD strategies and instruction to assist English learners in developing the English language skills necessary for academic content learning.

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.

This value for the arts will also be reflected in the proposed 6th grade program in two ways: all 6th grade students will participate in a visual arts course, and they will benefit from performing arts and music integration in their World Explorers and Humanities Core classes. This integration of the arts will prepare 6th grade students well for deeper study in grades 7-12 at PCS.

The 6th grade Visual Arts class will include integrated ELD strategies and instruction to assist English learners in developing the English language skills necessary for academic content learning.

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, high school 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. Academic support begins prior to enrollment for students entering PCS in grades 6-12. 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 and to identify learning needs and potential interventions to support 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 currently 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. Incoming 6th grade students will have the opportunity to participate in a Base Camp experience specific to their needs and grade level, allowing for a strong orientation and culture-building experience.
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) meetings and interventions and supports are considered for implementation. 6th grade teachers will also have regular opportunities to collaborate with colleagues and recommend students for SST, and to access interventions and services needed to support the success of each student.

Student Support Services

PCS students are offered an integrated system of support services, including, but not limited to the following components:

- There is a 40-minute tutorial period two days a week during which students in grades 7-12 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 for students in grades 7-12. Other seminar topics offer support in social / emotional skills.
- The AVID program will be incorporated into the 6th grade Foundations class and into 7th grade Study Skills and Technology class to provide skills development and academic tutoring during the school day as part of a firm foundation for our youngest learners.
- Peer Tutoring is offered during tutorial, after school or other times arranged by students. Peer tutoring will be available to students in the proposed 6th grade, as well as students in grades 7-12.
- Teachers are available for support during tutorial (for grades 7-12), after school and at additional times (for grades 6-12).
- 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. Free tutoring support is offered for all students during after school library hours. Both will be available for all 6th grade students.

- 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. This support will also be available to students in the proposed 6th grade.
- 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”). This applies to all PCS students, including those in the proposed 6th grade.

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. This pattern of early

intervention and ongoing tiered supports will benefit students in the proposed 6th grade as they support the success of all PCS students.

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 or grade. 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 currently employs an EL Coordinator/EL Instructional Assistant to specifically support the academic and language development needs of English Learners. PCS recognizes that quality EL supports involve both designated and integrated

ELD instruction with core content areas. In 2020-2021, PCS will be adding an English Language Development Teacher to provide explicit ELD instruction above and beyond that which is already provided during grade-level English Language Arts instruction as well as to provide consultative support to the 6th grade teachers regarding integrated ELD instruction and support. The role of the ELD Teacher will be expanded to include designated ELD instruction, consultation with 6th grade teachers on integrated ELD across the 6th grade curriculum, and coordination with EL Coordinator/EL Instructional Assistant to provide targeted support to English Learners.

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 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, accommodated assignments, and supplemental resources as needed
- Access the menu of services listed for any struggling student
- English Language Development Teacher to provide Designated ELD instruction.
- CLAD certified (or the CTC equivalent) and SDAIE trained faculty have the capacity and resources to accommodate individual needs
- BCLAD certified EL Instructional Assistant is available to directly support students and advise teachers regarding appropriate instructional strategies, materials, and supports to meet the needs of English Learners and those students recently reclassified as Fluent English Proficient
- Other services as needed

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 PCS-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.

PCS 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 on 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 reviews 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 pupil subgroups served by the charter school, as that term is defined in subdivision (a) of Section 52052. The pupil outcomes shall align with state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served by the charter school. Education Code Section 47605(c)(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(c)(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(c)(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>
<p><u>State Priority #1— Basic Services</u></p> <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 the Commission on Teacher Credentialing certificate, permit, or other document required for the teacher’s certificated assignment. PCS may use local assignment options authorized in statute and regulations for the purpose of legally assigning certificated teachers, in accordance with all of the requirements of the applicable statutes or regulations in the same manner as a governing board of a school district. PCS shall have authority to request an emergency permit or a waiver from the Commission on Teacher Credentialing for individuals in the same manner as a school district.
Actions to Achieve Goal	<p>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 an opportunity to participate in release days to support ongoing learning.</p> <p>Teachers assigned for the 6th grade program will hold valid and appropriate CTC teaching credentials.</p>
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 in grades 6-12, 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 in high school.

Actions to Achieve Goal	<p>All instructional materials purchased will be aligned to CCSS and aligned with our charter. Continue to provide all students with access to AP courses and curriculum.</p> <p>Instructional materials selected and purchased for the proposed 6th grade will align to CCSS and our charter in all subject areas. All students will have equitable access to curriculum and instructional materials.</p>
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/workdays. 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, conducted annually.
Baseline Performance Level	2020 Facility Inspection score of 96.47%. All items noted for required correction have been corrected.
Methods of Measurement	Facility Inspection as reported in SARC.

State Priority #2— Implementation of Common Core State Standards

Implementation of Common Core State Standards, including how EL students will be enabled to gain academic content knowledge and English language proficiency

Subpriority A – CCSS Implementation

Goal to Achieve Subpriority	All teachers of core classes will align curriculum to the CCSS.
Actions to Achieve Goal	<p>Release/extra time will be provided to departments to develop and align curriculum and attend training related to CCSS.</p> <p>6th grade teachers will be assigned 6-9 months in advance of implementation in order to allow ample time for training, planning, material selection, and curriculum development.</p>
Measurable Outcome	Curriculum in core classes, including in the proposed 6th grade, will be aligned to CCSS.
Baseline Performance Level	<p>Since 2013, PCS departments have aligned curricula to the CCSS. The Science Department recently (2019-2020) aligned the PCS course sequence and curriculum to Next Generation Science Standards.</p> <p>Curricula for the proposed 6th grade will be developed in alignment with CCSS in all curricular areas.</p>
Methods of Measurement	Departments have created documents demonstrating CCSS curriculum alignment. Curriculum outlines and documents will reflect 6th grade alignment with CCSS in all curricular areas.

Subpriority B – EL Students & Academic Content Knowledge

Goal to Achieve Subpriority	Annually, 100% of EL students will gain academic content knowledge through the implementation of the CCSS, as demonstrated by progress in local assessments.
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Actions to Achieve Goal	L students in grades 6-12 will participate in CCSS aligned coursework with grade-level peers, as well as integrated and designated English Language Development in alignment with California ELA/ELD Framework, and additional support will be provided by designated staff (ELD Teacher, EL Instructional Assistant, and Academic Support Specialist).
Measurable Outcome	Annually, 100% of EL students will gain academic content knowledge through the implementation of the CCSS, as demonstrated by progress in local assessments.
Baseline Performance Level	Baseline data to be collected during the 2019-20 school year for grades 7-12, and during the initial implementation year for grade 6, if this request for material revision is approved.
Methods of Measurement	EL performance on CAASPP, CAST, ELPAC, teacher assessment (including semester grades), as appropriate to each grade level (6-12).
Subpriority C – EL Students & English Language Proficiency	
Goal to Achieve Subpriority	100% EL students will increase their English proficiency and ability to access and successfully complete CCSS aligned coursework each academic year.
Actions to Achieve Goal	EL students in grades 6-12 will participate in ELA/Literacy instruction and other CCSS aligned coursework with grade-level peers, as well as integrated and designated English Language Development in alignment with California ELA/ELD Framework, and additional support will be provided by designated staff (ELD Teacher, EL Instructional Assistant, and Academic Support Specialist).
Measurable Outcome	100% EL students will advance at least one performance level per the ELPAC each academic year. In addition, EL students will demonstrate progress in the use of academic language in all content areas, as measured by local assessments.
Baseline Performance Level	<p>In 2018-2019, there were no EL students at PCS; all 6 students assessed were designated Initial Fluent English Proficient (IFEP) In 2019-2020, PCS has 3 EL students in grade 7.</p> <p>PCS will continue to use ELPAC assessment to identify and monitor the progress of EL students in grades 6-12.</p>

Methods of Measurement	Obi Wan Kennobi
<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 PCS 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	<p>The Governing Board has a general policy of interviewing all interested parent directors. The Governing Board has a strong and continuing track record of parent representation, and a commitment to diversity.</p> <p>School will recruit parent/guardian representation through various modes of bilingual 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.</p>
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 and committee meeting agendas, sign-in sheets, or participation records.
Subpriority B – Promoting Parent Participation	

Goal to Achieve Subpriority	Increase parental volunteerism, attendance at parent and community events, and parent input to school. Membership in PCS committees, and participation in PCS parent meetings and events will reflect the diversity of our school community.
Actions to Achieve Goal	<p>Parent surveys, rosters and attendance records for PVA and other school committees, participation in PVA sponsored Parent Education and Grade Level events, monthly campus workdays, annual welcome back BBQ, parent volunteer hours.</p> <p>PCS will schedule meetings, and provide childcare and translation services during meetings and events whenever practicable, in order to support the participation and engagement of all PCS families.</p>
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.
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. Parent input on school-specific 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.

Measurable Outcome	50% families participating in parent education opportunities and events, 75% of families reporting volunteer hours, 60% of parents completing annual survey.
Baseline Performance Level	<p>During the 2019-2020 school year, 12 families participated in FTC mentoring program.</p> <p>Additional baseline data will be established during 2019-2020 school year, including results of surveys completed by parents/guardians of unduplicated students and students with exceptional needs.</p>
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.
<p><u>State Priority #4— Student Achievement</u></p> <p>Pupil achievement, as measured by all of the following, as applicable:</p> <ul style="list-style-type: none"> • California Assessment of Student Performance and Progress statewide assessment • Percentage of pupils who have successfully completed courses that satisfy UC/CSU entrance requirements, or career technical education • Percentage of ELs who make progress toward English language proficiency as measured by the English Language Proficiency Assessments for California • EL reclassification rate • Percentage of pupils who have passed an AP exam with a score of 3 or higher • 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 	
Subpriority A – CAASPP: ELA/Literacy and Mathematics	
Goal to Achieve Subpriority	75% of students at every applicable grade level (6-12), 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 the general PCS student population.

Actions to Achieve Goal	Classroom instruction and environment conducive to student learning of CCSS aligned curriculum in all grades (6-12). Appropriate and meaningful use of instructional technology to enhance student learning. Focused FTC and EL 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 (6-8 and 11), 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 2019, 88.79% of students in applicable grades scored proficient or higher on the CAASPP for English Language Arts. 76.84% 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. In addition, EL students will demonstrate progress in the use of academic language in all content areas, as measured by local assessments.
Actions to Achieve Goal	EL students in grades 6-12 will participate in ELA/Literacy instruction with grade- level peers, as well as integrated and designated English Language Development in alignment with California ELA/ELD Framework, and additional support will be provided by designated staff (ELD Teacher, ELL Instructional Assistant, and Academic Support Specialist).
Measurable Outcome	100% of EL students will advance at least one performance level per the ELPAC each academic year.
Baseline Performance Level	<p>In 2018-19, 6 students were assessed on the Summative ELPAC; all students scored in the IFEP performance level. No further assessment was necessary for these students.</p> <p>In Fall 2019, 3 students were assessed on Initial ELPAC; all students scored in the IFEP performance level. Summative ELPAC assessments will be conducted in Spring 2020 for the 3 students who entered PCS as ELs in Fall 2019.</p>
Methods of Measurement	ELPAC Score Reports; EL Reclassification documentation maintained by EL Coordinator/ELD Teacher/EL Instructional Assistant.
Subpriority D – EL Reclassification Rates	
Goal to Achieve Subpriority	EL students will be reclassified at or above California reclassification rates, as determined by: (1) overall performance level of 4 on ELPAC, (2) local criteria: performance within same range of proficiency as their English speaking peers on CAASPP or other standardized assessment (3) teacher

	evaluation based on content mastery and , student use of academic language, (4) parent input.
Actions to Achieve Goal	100% of EL students at all grade levels (6-12) will participate in ELA/Literacy instruction with grade- level peers, as well as integrated and designated English Language Development in alignment with California ELA/ELD Framework, and additional support will be provided by designated staff (ELD Teacher, EL Instructional Assistant, and Academic Support Specialist).
Measurable Outcome	EL students will be reclassified as Fluent English Proficient and perform at grade level on the CAASPP statewide assessment.
Baseline Performance Level	<p>During 2018-19, PCS had 0 EL students.</p> <p>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.</p>
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 the 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.

State Priority #5— Student Engagement

Pupil engagement, as measured by all of the following, as applicable:

- *School attendance rates*
- *Chronic absenteeism rates*
- *Middle school dropout rates (EC §52052.1(a)(3))*
- *High school dropout rates*
- *High school graduation rates*

Subpriority A – Student Attendance Rates

Goal to Achieve Subpriority	PCS will maintain a 95% ADA rate for students at all grade levels (6-12), 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, 7-8 grade ADA was 96.83% and High School was 96.38%. During the 2017-2018 school year, 7-8 grade ADA was 96.82% and High School was 95.88%. A baseline for grade 6 will be determined during initial implementation of proposed 6th grade.
Methods of Measurement	Monthly Cumulative ADA reports to the Board, and required state reports

Subpriority B – Student Absenteeism Rates

Goal to Achieve Subpriority	Students in all grades (6-12) 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. The 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 the student information system.
Subpriority C – Middle School Dropout Rates	
Goal to Achieve Subpriority	PCS will promote 95% of 6th, 7th, and 8th 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 6th, 7th, and 8th grade students will be eligible to advance to the next grade level.
Baseline Performance Level	<p>In 2018-2019, more than 95% of 7th and 8th grade students earned grades that were sufficient to advance them to the next grade level.</p> <p>A baseline for 6th grade will be established during the initial year of implementation.</p>
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 9th-11th 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 10th-11th grade students will be eligible to advance to the next grade level.
Baseline Performance Level	In 2018-2019, more than 95% of 9th-11th 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 12th grade students will graduate.
Actions to Achieve Goal	PCS will offer academic support and guidance for students at all grade levels.
Measurable Outcome	Annually, at least 95% of PCS 12th grade students will graduate.
Baseline Performance Level	In 2019, more than 78% of PCS 12th 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 12th grade students graduated.
Methods of Measurement	12th grade enrollment as verified by our SIS and CALPADS and transcript analysis of 12th grade students.

State Priority #6— School Climate

School climate, as measured by all of the following, as applicable:

- Pupil suspension rates
- Pupil expulsion rates
- 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% for students in all grades (6-12).
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. Students 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 the Free and Reduced-Price Meal program will participate.
Actions to Achieve Goal	Communication and direct outreach to ensure eligible families are aware of FRPM program and how to enroll.
Measurable Outcome	90% of FRPM eligible students will participate in FRPM program, as documented by FRPM applications and school lunch records.

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.
<p><u>State Priority #7— Course Access</u></p> <p><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. “Broad course of study” includes the following, as applicable:</i></p> <p><u>Grades 1-6:</u> English, mathematics, social sciences, science, visual and performing arts, health, physical education, and other as prescribed by the governing board. (E.C. §51210)</p> <p><u>Grades 7-12:</u> 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))</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.
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	<p>The program/curriculum for the proposed 6th grade will provide all students access to high-quality instruction aligned to CCSS. 6th grade students will have access to sufficient technology and devices to support optimal learning conditions.</p> <p>All 7th grade students will be enrolled in a technological literacy course (Study Skills and Technology).</p> <p>PCS will continue to offer multiple sections of computer science, SSTech, and incorporate technology-based instruction across the curriculum. School will maintain an adequate number of devices for student use to support technology integration in learning.</p>
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	<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 in grades 6-12 at PCS will participate in a rigorous vertically aligned English curriculum, which will culminate in students taking AP English Language in 11th grade and/or AP English Literature in 12th grade. At each level students will focus on writing, reading, discussion, and vocabulary.
Measurable Outcome	<p>Annually, 75% of 6th, 7th, 8th, and 11th grade students will score Proficient or higher on the CAASPP statewide test in the area of English Language Arts/Literacy.</p> <p>Annually, 75% of 11th grade students participating will score 3, 4, or 5 on the AP English Language Exam.</p> <p>Annually, 75% of 12th grade students participating will score 3, 4, or 5 on the AP English Literature Exam.</p>
Baseline Performance Level	<p>In 2019, 88.79% of students in applicable grades scored proficient or higher on the CAASPP in English Language Arts.</p> <p>In 2018, 84.2% of students taking the AP English Language Exam scored 3, 4, or 5.</p>
Methods of Measurement	Annual CAASPP report, AP results; transcript analysis of PCS students and graduates.
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 in grades 6-12 at PCS will participate in a rigorous, vertically aligned curriculum designed to prepare students for AP level mathematics by the 12th grade.
Measurable Outcome	Annually, 75% of 6th, 7th, 8th, and 11th 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 2019, 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 PCS students, including all student subgroups, unduplicated students, and students with exceptional needs, will demonstrate grade level skills and content knowledge in World History, US History, and Geography. 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. For the proposed 6th grade, this will also include World History and Geography instruction, in alignment with State Standards.
Measurable Outcome	Annually, 75% of PCS students in grades 6-12 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	<p>In 2018, 78% of AP World History students who took the Exam, scored 3, 4, or 5 on the Exam.</p> <p>In 2018, 79.7% of AP US History students who took the Exam, scored 3, 4, or 5 on the Exam.</p>
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.</p> <p>100% of PCS students will complete at least one AP lab-based course in the Sciences.</p>
Actions to Achieve Goal	<p>All PCS students will participate in a rigorous NGSS aligned 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.</p> <p>Specifically, students in the proposed 6th grade will study Earth Science as part of discipline-specific middle school science sequence, including 7th grade Life Science and 8th grade Physical Science.</p>
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	<p>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.</p>

Methods of Measurement	Analysis of local assessments and student course grades, CAST and AP results.
Subpriority E – Visual and Performing Arts	
Goal to Achieve Subpriority	<p>100% of PCS students will take at least 3 years of Visual and Performing Arts during 9th-12th grade.</p> <p>100% of PCS students will participate in a designated Visual Arts course in 6th grade. In addition, Performing Arts will be integrated into 6th grade World Explorers and Humanities Core courses.</p>
Actions to Achieve Goal	<p>PCS will offer a rich and varied Visual and Performing Arts curriculum that includes classes in visual arts, drama, choir, dance, and instrumental music.</p> <p>Specifically, students in the proposed 6th grade will participate in a designated Visual Arts course. In addition, Performing Arts will be integrated into 6th grade World Explorers and Humanities Core courses.</p>
Measurable Outcome	<p>100% of PCS students will take at least 3 years of Visual and/or Performing arts during 9th-12th grade.</p> <p>100% of PCS students will participate in a designated Visual Arts course in 6th grade. In addition, Performing Arts will be integrated into 6th grade World Explorers and Humanities Core courses.</p>
Baseline Performance Level	<p>In 2019, 100% of PCS graduates completed at least 3 years of Visual and/or Performing Arts during 9th-12th grade.</p> <p>Baseline performance for the proposed 6th grade will be established during initial implementation year.</p>
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	<p>PCS will offer four-year programs in at least four languages, with the 4th year being an AP Course.</p> <p>The proposed 6th grade curriculum will include introduction to PCS offered World Languages as part of the World Explorers class curriculum (e.g. in 2019-2020, PCS offered French, Latin, Mandarin, and Spanish).</p>
Measurable Outcome	100% of PCS students will take a minimum of 3 years of at least one 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(c)(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 for students in grades 6-12.

Schoolwide and student subgroup progress is objectively measured by state-mandated annual assessments within the accountability system for each grade, 6-12: the California Assessment of Student Performance and Progress (CAASPP), California Science Test (CAST) the California Alternate Assessments (CAA), the Physical Fitness Test (PFT), the English Language Proficiency Assessments for California (ELPAC), and by Advanced Placement exam results. Specifically, in the proposed 6th grade, this will include: CAASPP English Language Arts and Math assessments, and ELPAC assessments for English Learners.

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.

These local assessment practices will be used for the proposed 6th grade as well. As previously described, 6th grade teachers will be assigned 6-9 months in advance of implementation in order to develop standards-aligned curriculum, create or identify appropriate formative and summative assessments, and to identify instructional materials in collaboration with PCS department chairs and faculty, and in consultation with content area specialists at Santa Cruz County Office of Education. The careful selection and development of CCSS aligned instruction and assessment materials for the 6th grade will ensure that students are prepared for success in the rigorous 7-12 academic program at PCS. Sixth grade teachers will use the same comprehensive database to track student progress and inform instruction, as used by teachers of grades 7-12.

Special education students at all grade levels (6-12) 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.

Assessments that will be used in the proposed 6th grade are also described in Element B. Pacific Collegiate School affirms that its methods for measuring pupil outcomes for the State Priorities, as described in Element B, shall be consistent with the way information is reported on a School Accountability Report Card as required by Education Code Section 47605(c)(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.

This annual review of pupil performance and assessment data shall be expanded to include data for grades 6-12 if this request for material revision is approved. PCS agrees to share data with the County in accordance with the Memorandum of Understanding.

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(c)(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, with tax-exempt status pursuant to Section 501(c)(3) of Title 26 of the U.S. Code, pursuant to California law (**Appendix G**). 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, Bylaws, Conflict of Interest Code and the PCS Uniform Complaint Procedures.

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; and
6. Ensuring the Charter School has a suitable facility in which to operate.

Board directors are required to meet the standards laid out in the policy regarding Expectations of Board Members, including the policy provisions concerning Conflicts of Interest.

The Board of Directors conducts its business through monthly meetings of the full Board, typically on the first Wednesday of each month, as well as through standing and ad hoc committees of the Board. On an annual basis, the Board considers the skill sets and expertise needed to support the Charter School at the Board level. To accomplish this, the Board's Vice President, who per the Bylaws serves as the Chair of the Nominations Committee, is responsible for discussing with the Board the needs assessment and leads 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's standing Executive Committee, made up of the President, Vice President, Treasurer and Secretary, meets as needed to address emergencies and, more regularly, to discuss the ongoing business of the Charter School, such as policy reviews, managing the relationship with the Pacific Collegiate Foundation, and leading the annual Head of School evaluation in accordance with PCS Bylaws.

The Board also operates through advisory committees that include members from the PCS stakeholder community, such as the Finance Committee, and Board members participate in committees run by the Head of School, such as the Diversity Committee and Development Committee.

The Finance Committee, which includes the Board Treasurer, plays a key role in the financial management and risk planning for the Charter School. This committee also manages the approximately 12 months of operating capital the Charter School maintains in reserves to ensure the financial health of the Charter School and ability to manage through unexpected events. Charters for all the Board Committees are included in **Appendix O**.

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 and its Board of Directors comply fully 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 annual 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.

All parental involvement opportunities described in this section are available to parents of students at all grade levels, including in the proposed 6th grade.

The Head of School recently created a Parent Advisory Committee. This committee meets monthly to provide an opportunity for parents to provide a direct line of communication between the parent community and the Head of School. The Parent Advisory Committee includes a representation of parents across all grade levels, and will include at least one 6th grade parent. The Head of School will also seek to include a diverse population of parents on the Parent Advisory Committee. Mindful of the disproportionate burden felt by lower income families when participating in activities outside of normal Charter School hours, PCS will provide childcare during Parent Advisory Committee meetings, as well as other opportunities for parent engagement, whenever feasible.

In an effort to provide a wide variety of opportunities for parents to become involved in the educational processes at Pacific Collegiate, the Charter School also established the Parent Volunteer Association. The Parent Volunteer Association (PVA), of which every parent or guardian is a member, works under the direction of the Board Chair of the PVA 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. For example, the PVA sponsors several Parent Education and Engagement opportunities each year, under the direction of the Head of School and PVA Parent Education Coordinator. Parents are also encouraged to attend information and learning sessions appropriate to each grade level hosted by Academic Advisors and College Counselor. PVA Grade Parents for each grade level plan and facilitate community building activities for students and families at each grade level. PVA Grade Parents, for the proposed 6th grade, will also be identified and tasked with facilitating ongoing learning and enrichment opportunities specifically designed to meet the needs of the parents and families of 6th grade students. The goal of the Parent Volunteer Association is to create a mutually beneficial atmosphere where the Charter 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.

While the Parent Volunteer Association seeks to cultivate a robust and inclusive community, pursuant to Education Code sections 49011 and 47605(n), PCS notifies all parents and guardians of applicant pupils that parental involvement, such as participating in pre-application activities or parent meetings, is not a requirement for acceptance to or continued enrollment at, the Charter School. In addition, the Charter School shall notify the parents and guardians of currently enrolled pupils that parental involvement is not a requirement for 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.

Parents, across all grade levels, including the proposed 6th grade, are also invited to participate in Committees run by the Head of School, such as the Diversity Committee. As noted above, parents are also invited to participate in advisory Committees run by the Board of Directors that are not exclusively made up of Directors. For example, the Finance Committee includes parent members.

Element E: Employee Qualifications

Governing Law: The qualifications to be met by individuals to be employed by the charter school. Education Code Section 47605(c)(5)(E).

As set forth in specific detail below, all employees employed at Pacific Collegiate shall meet all the requirements for employment set forth in applicable provisions of law, including, but not limited to, credentials, as necessary.

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 all applicable legal requirements as described under the Elementary and Secondary Education Act and other applicable law, including all certification requirements. 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.

PCS would assign two teachers 6-9 months in advance of implementation to develop curriculum and assessments and teach the 6th grade. Both teachers shall be required to hold appropriate CTC Preliminary or Clear Teaching Credentials, including EL certification.

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 key positions: Head of School, Vice Principal/Dean of Students, Faculty Dean, Special Education Director/Psychologist, and Academic/College Counselor. (See administrative job descriptions, including employment qualifications, for these positions in **Appendix H.**)

A list of Pacific Collegiate School's certificated staff is included in **Appendix I**, and a list of classified staff is included in **Appendix J**.

Instructional Support Staff

PCS employs instructional support personnel to ensure the success of all students. Key instructional support positions include Special Education Paraprofessionals and an English Learner Coordinator/Instructional Assistant. A list of Pacific Collegiate School's certificated staff is included in **Appendix I**, and a list of classified staff is included in **Appendix J**.

PCS currently contracts with Balance for the services of two paraprofessionals, who provide support to our Special Education students both in general education classrooms and in Directed Study classes (under the direction of our Special Education teacher and Special Education Director/Psychologist). PCS paraprofessionals are expected to have at least a Bachelor's Degree, or a combination of education and school experience and training that would indicate possession of the required knowledge, skills, and competencies relevant to the position. Paraprofessionals are key to ensuring that Special Education students receive support and accommodations required by their IEPs.

In addition, PCS employs an English Learner Coordinator and Instructional Assistant who provides support to PCS students both in the classroom setting (in collaboration with teachers) and in 1:1 and small group tutorials. In addition, this position is responsible for administering ELPAC testing, communicating with teachers about EL language needs, and recommending appropriate instructional strategies to support the success of ELs at PCS. The Instructional Assistant for English Learners is a BCLAD certificated teacher, who is critical to ensuring our English Learners are successful at PCS.

Non-Instructional Support Staff

PCS has a skilled group of non-instructional support staff to support our students and school operations. Key non-instructional staff include: Academic Support Specialist, Administrative Assistant, College Counselor, Custodian, Development Coordinator, Outreach Coordinator, Receptionist/Attendance Specialist, Registrar, Senior Accounting and Budget Analyst, and Senior Business Administrator. A list of Pacific Collegiate School's certificated staff is included in **Appendix I**, and a list of classified staff is included in **Appendix J**.

The Academic Support Specialist is responsible for providing academic progress monitoring, coordinating peer tutoring and other interventions, and overall support to 7th and 8th grade students. An additional .5 Academic Support Specialist will be hired to extend services to students in the proposed 6th grade. An Academic Support Specialist at PCS is required to have a Bachelor's Degree and teaching credential, as well as a minimum of 2-3 years of student supervisory experience.

The Administrative Assistant is responsible for supporting the administrative work of the Head of School, greeting visitors to PCS, handling incoming calls and school communication, maintaining the master calendar and newsletter, performing general administrative duties, and providing a variety of assistance to PCS staff, students, and families. In addition, this position supports the administrative work of the PCS Board of Directors in developing and posting Brown-Act-compliant agendas and packets, and taking minutes at public meetings. The PCS Administrative Assistant is expected to have at least a Bachelor's Degree, or a combination of education and school experience and training that would indicate possession of the required knowledge, skills, and competencies relevant to this key position.

The PCS College Counselor is responsible for preparing PCS students for college and the college application process, cultivating connections with representatives from colleges and universities, and overseeing all aspects of college preparation, counseling, scholarships, and student awards. In

addition, the College Counselor is the academic advisor and overall support provider for 11th and 12th grade students, and provides opportunities for parents of students in all grade levels to learn about college planning and financial aid. The PCS College Counselor must hold a Bachelor's degree, with a Master's degree in School Counseling /Psychology preferred.

The Custodian is responsible for the overall maintenance of the PCS facility including cleaning and sanitizing, ordering supplies, maintaining and attending to all work and repair requests, coordinating with outside contractors as needed, and coordinating Saturday Work Days. The PCS Custodian is expected to have at least 2-3 years of experience as a school custodian, or a combination of education and school experience and training that would indicate possession of the required knowledge, skills, and competencies relevant to this key position.

The Development Director is responsible for cultivating and procuring resources and grant funding, and meeting fundraising goals to support the mission, vision, and strategic goals of Pacific Collegiate School. This position oversees the Annual Fund Drive, and works with the Senior Accounting and Budget Analyst, the Board of Directors, and Development Committee to ensure the financial health of the Charter School. The PCS Development Director must hold a Bachelor's degree, or a combination of education and school experience and training that would indicate possession of the required knowledge, skills, and competencies relevant to this key position.

The Receptionist/Attendance Specialist is responsible for greeting visitors to PCS, providing front office administrative support, and maintaining accurate records and reports regarding student attendance. This includes overseeing Independent Study records, and all required state reporting of attendance/ADA. This position also assists the Vice Principal/Dean of Students in appropriate communication and intervention regarding truancy and excessive absences. The PCS Receptionist/Attendance Specialist is expected to have at least a Bachelor's Degree, or a combination of education and school experience and training that would indicate possession of the required knowledge, skills, and competencies relevant to this key position.

The Registrar is responsible for the management of all student information systems, updating and processing requests for student transcripts, and reporting of school and student data to the State. The PCS Registrar is expected to have at least a Bachelor's Degree, or a combination of education and school experience and training that would indicate possession of the required knowledge, skills, and competencies relevant to this key position.

The Senior Accounting and Budget Analyst is responsible for all purchasing, accounts payable, accounts receivable, and budgeting for the Charter School. In coordination with the Head of School, Treasurer of the Board of Directors, and the PCS Finance Committee, this position oversees finances for school, club, and Parent Volunteer Association accounts. The Senior Accounting and Budget Analyst is expected to have at least a Bachelor's Degree, or a combination of education and school experience and training that would indicate possession of the required knowledge, skills, and competencies relevant to this key position.

The Senior Business Administrator is responsible for financial, human-resources, payroll and operational duties to assist the Head of School and Senior Accounting and Budget Analyst. The Senior Business Administrator is expected to have at least a Bachelor's Degree, or a combination

of education and school experience and training that would indicate possession of the required knowledge, skills, and competencies relevant to this key position.

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 (J), inclusive, of paragraph (2) of subdivision (a) of Section 32282.*
- 3. That the school safety plan be reviewed and updated by March 1 of every year by the charter school.*

Education Code Section 47605(c)(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

PCS shall maintain a policy on student suicide prevention in accordance with Education Code

Section 215. PCS reviews, at minimum every fifth year, its policy on pupil suicide prevention and, if necessary, updates its policy.

Prevention of Human Trafficking

PCS has identified and implemented the most appropriate methods of informing parents and guardians of students in grades 6 through 12 of human trafficking prevention resources. PCS incorporates lessons about Human Trafficking in the Health curriculum for grades 7 and 12, and annually distributes information to parents and guardians of students in grades 6 through 12, including human trafficking prevention resources. Age appropriate lessons and resources on this topic will be included in the 6th grade curriculum and distributed to parents.

Feminine Hygiene Products

PCS stocks at least 50% of its restrooms with feminine hygiene products, and does not charge students for these products, pursuant to Education Code Section 35292.6 (if applicable). Feminine hygiene products are also available to students in the main office, without charge.

Nutritionally Adequate Free or Reduced Price Meals

PCS provides 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

PCS teaches 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

PCS maintains a School Safety Plan, to be reviewed and updated by March 1 of every year, which shall include identification of appropriate strategies and programs that will provide or maintain a high level of school safety and address the PCS’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)-(J):

- child abuse reporting procedures
- routine and emergency disaster procedures
- policies for students who committed an act under Education Code 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 school wide 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 PCS
- a safe and orderly environment conducive to learning
- The rules and procedures on school discipline adopted pursuant to Education Code Sections 35291, 35291.5, 47605, and 47605.6.
- procedures for conducting tactical responses to criminal incidents

Emergency Preparedness

PCS adheres to an Emergency Preparedness Handbook/School Safety Plan drafted specifically to the needs of the facility in conjunction with law enforcement and the Fire Marshal. This handbook includes, 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. A copy of the policy shall be provided as part of any orientation program conducted for new and continuing pupils at the beginning of each quarter, semester, or summer session, as applicable, and to each faculty member, all members of the administrative staff, and all members of the support staff at the beginning of the first quarter or semester of the school year, or at the time that there is a new employee hired. The Charter School shall create a poster that notifies students of the applicable policy on sexual harassment in accordance with Education Code Section 231.6, and shall prominently and conspicuously display the poster in each bathroom and locker room at the schoolsite and in public areas at the schoolsite that are accessible to, and commonly frequented by, pupils.

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: Student Population Balance

Governing Law: The means by which the charter school will achieve a balance of racial and ethnic pupils, special education pupils, and English learner pupils, including redesignated fluent English proficient pupils as defined by the evaluation rubrics in Section 52064.5, that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted. . Upon renewal, for a charter school not deemed to be a local educational agency for purposes of special education pursuant to Section 47641, the chartering authority may consider the effect of school placements made by the chartering authority in providing a free and appropriate public education as required by the federal Individuals with Disabilities Education Act (Public Law 101-476), on the balance of pupils with disabilities at the charter school. Education Code Section 47605(c)(5)(G).

Pacific Collegiate School is firmly committed to bringing its student demographics in line with those of its surrounding school districts. Reflecting this commitment, in the recently approved (December 2019) charter renewal petition, the Charter School adjusted its admission lottery preferences to further prioritize those students who would be first in their families to attend college (“FTC”) and/or those who are eligible for free and reduced priced meals (“FRPM”). Specifically, PCS increased the percentage of seats prioritized for such students in its 7th grade lottery, from 15% to 30%. Efforts in this regard have already yielded results, with PCS attracting enough applications to offer a full 30% of 7th grade slots to FTC and/or FRPM students for the 2020-21 school year. PCS looks forward to learning from enrollment data as it becomes available in the coming months.

In addition, PCS’ 2020-2025 charter also outlined the most ambitious Diversity Plan (**Appendix K**) in the Charter School’s 20-year history. It outlined various new strategies, such as recruitment priorities and staff training to diversify PCS students, staff, and teachers. It also outlined new strategies to support a more diverse student body, such as implementing the AVID program on campus, an initiative that is already underway and that PCS expects to implement for the 7th grade in the 2020-2021 school year.

PCS would also like to highlight the significant strides it has taken in terms of diversifying its Board of Directors. Assuming all Board Nominees are voted onto the Board at the June 3, 2020 regular meeting, the Board will be 80% women and 50% people of color, including, 33% Hispanic/Latino and 10% African American.

Despite some important improvements over time, students from underrepresented backgrounds are not applying to PCS at the same rates as they are enrolling at schools in its surrounding districts. This has historically limited the Charter School’s ability to achieve a student population balance. In order to address this issue, PCS has extensively researched which factors determine why parents, especially those from underrepresented backgrounds, are attracted to specific schools, and how to help all students thrive once they enroll. Central to PCS’ findings is the fact that multiple school transitions are a significant barrier to achieving student population balance because they: (1) deter parents from enrolling their students, especially those from communities of color; and (2) reduce student achievement, especially for African-American and Hispanic/Latinx students, and those from low socio-economic backgrounds. This element describes the most important studies

that explain these phenomena below, including footnotes to the original sources for further investigation.

Summary of Research Indicating that Adding a 6th Grade is Critical to Achieving Student Population Balance

Parents seeking the right school for their child will consider a wide range of factors. Many of these factors are school-based elements, such as the school's quality, mission, location, instructional program, approach to pedagogy and grade configurations, which can vary widely in charter schools. This is because charter schools are free to choose their teaching approaches, rather than having to follow district curricula requirements, and to offer grade configurations less typical of traditional public schools, which tend to be configured as elementary, middle, and high school. While this flexibility allows charter schools to be uniquely positioned to effectively educate substantial numbers of low-income students and students of color, there are valid reasons to be concerned that charter schools that employ grade configurations that are different than those in nearby public schools could have significant adverse effects¹.

Nearly all students change schools at some point during their school years, most typically when they are promoted to a higher grade span. Specifically, students may change schools as they are promoted from elementary to middle school and again from middle to high school. While a large body of research² suggests that the academic achievement of students is affected by a set of interrelated factors that includes socio-economic status and parental education, there is now overwhelming evidence that student transitions between schools has a strong effect on achievement when these other factors are controlled. A 2010 United States Government Accountability Office ("GAO") report,³ that analyzed many nationally representative studies based on datasets from the Department of Education, is particularly instructive. The GAO report highlights a study which followed a cohort of students from 1998 to 2007 concluded that students who changed schools frequently tended to have lower scores on standardized reading and math tests and drop-out of school at higher rates than their less mobile peers.⁴ Another study highlighted in the GAO report, which tracked students nationally and longitudinally, found that those who changed schools two or more times from 8th to 12th grade were twice as likely to drop out of high school, and not obtain a General Equivalency Diploma, compared to students who did not change schools. In addition, the same study found that school changes within the same school district produce short-run negative effects on performance that are generally greater for African-

¹ An important comprehensive analysis on studies of academic outcomes of student mobility can be found in Reynolds, A. J., Chen, C.-C., & Herbers, J. E. (June 2009). School Mobility and Educational Success: A Research Synthesis and Evidence on Prevention. Paper presented at the Workshop on the Impact of Mobility and Change on the Lives of Young Children, Schools, and Neighborhoods, National Research Council, Washington, DC.

² Organizing Schools to Improve Student Achievement: Start Times, Grade Configurations, and Teacher Assignments, Brian A. Jacob and Jonah E. Rockoff, The Hamilton Project, 2011. A literature review of published Research on Student Mobility can be found in their Appendix IV.

³ K-12 Education: Many Challenges Arise in Educating Students Who Change Schools Frequently. Report to Congressional Requesters. GAO-11-40, Ashby, Cornelia M., US Government Accountability Office, 2010

⁴ Results based on Education's Early Childhood Longitudinal Study: Kindergarten Class of 1998-1999 data from 1998-2007.

American, Hispanic, and students from low socio-economic status⁵.

A 2011 comprehensive review of the peer-reviewed literature⁶ on the impacts of grade configurations and school transitions also concluded that “most studies in this report showed that, when students transition to another school, they experience a significant drop in academic related outcomes.” The review further concluded that “researchers also showed a significantly negative impact on students’ psychological and social emotional wellbeing when students transitioned from one school to another.” This is not surprising as this type of change occurs during a period of childhood marked by major changes in attitudes and motivation, low self-esteem, poor ability to judge risks and consequences, decreased respect for authority, and other behaviors that may make students more difficult to educate⁷. In other words, students undergo a difficult transition at precisely the time when they may need increased attention to social and academic needs.

In *Stuck in the Middle: Impacts of Grade Configuration in Public Schools* (2010), Rockoff and Lockwood stated “our analysis suggests the achievement costs of middle school transitions are greater for students lower in the achievement distribution, lending no support for their use on the basis of equity”. It is therefore not surprising that parents and, in particular, those belonging to underrepresented communities are highly opposed to school structures requiring multiple transitions⁸. In one of the most comprehensive reviews of 51 recent, high-quality studies on family involvement, *A New Wave of Evidence: The Impact of School, Family, and Community Connections on Student Achievement* (2002), Henderson and Mapp concluded that schools that succeed in engaging families from diverse backgrounds were those able to create a steady structure of support for families across school transitions. According to Richard Kahlenberg⁹, an expert on school integration efforts, “it is easier for a school that is high-performing and serves predominantly middle-class families to attract lower-income families if enrollment obstacles are removed, and support services are provided.”

Eliminating unnecessary school transitions will also have a drastic impact on the learning outcomes of students and, in particular, among Hispanic students. As argued by Philip Gleason

⁵ Student Mobility and the Increased Risk of High School Dropout, Rumberger, Russell W., and Katherine A. Larson. American Journal of Education, vol. 107, no. 1 (November 1998): 1-35; The Hazards of Changing Schools for California Latino Adolescents, Rumberger, Russell W., Katherine A. Larson, Gregory J. Palardy et al. University of California, Berkeley: Chicano/Latino Policy Project (CLPP) Policy Report, vol. 1, no. 2, (October 1998)

⁶ Review of Literature on Grade Configuration and School Transitions, Center for Applied Research and Educational Improvement, March 2011

⁷ Grade-Related Changes In The School Environment: Effects on Achievement Motivation, Eccles and Midgley, JAI Press, pp.282-331

⁸ What Parents Want: Education Preferences and Trade-Offs, A National Survey of K-12 Parents, Zeelandelaar and Winkler, August 2013. The core of this study’s methodology was an online survey of over 2,000 parents, nationwide, seeking information about the educational goals and school attributes that were important to them. The survey included a diverse set of parents with school-age children: African American, white, Hispanic, and Asian, urban and rural, rich and poor, liberal and conservative, those who sent their children to traditional, charter, and private schools.

⁹ The primary data set used in his analysis contains information on the enrollment, academic achievement, and demographics of students in New York City in grades 3 through 8. These data span the school years 1998–1999 through 2007–2008 and include student characteristics such as ethnicity, gender, language spoken at home, and free lunch status, as well as academic and behavioral indicators, including annual standardized test scores in math and English, suspensions, and absences.

and collaborators¹⁰, charter school impacts are substantially larger for low-income and minority students than for more advantaged students. Similarly, a study of Massachusetts charter schools¹¹ found that charter middle schools generate much more positive effects for non-whites and FRPM-eligible applicants than for white applicants. In the 2013 National Charter School Study, Cremata and collaborators¹² analyzed the impact of years enrollment on learning gains in charter schools. They found that students with one year of charter enrollment realize smaller learning gains than their peers in traditional public schools in both reading and math, with the disadvantage equal to 43 and 58 fewer days of learning, respectively. Learning, however, improves significantly for charter school students by their second year of enrollment – seeing about 22 more days of learning in reading and 14 more days in math. Once a student is enrolled for four or more years, their learning gains outpace traditional public schools by 50 days in reading and 43 days in math per year. The biggest impacts are among Hispanic students who are English learners; they gain 50 additional days of learning in reading and 43 additional days in math from charter school attendance per year. This is consistent with the learning outcomes PCS has recorded in for students belonging to the first-to-college designation.

On the basis of the research, which clearly indicates that multiple school transitions are a major barrier to achieving student population balance, and in line the grade structures of our surrounding districts, PCS is requesting a material revision to its charter, allowing the Charter School to add a 6th grade with up to 44 students starting with the 2021-2022 school year.

Demonstrated Effectiveness of PCS Program

An analysis of CAASPP scores of the class of 2020 (the first class at PCS to have completed the CAASPP in 7th, 8th and 11th grade) reveals significant growth in student mastery of standards over time. In fact, cohort study shows that the number of students who meet or exceed standards increases significantly for each testing year during the span of students’ study at PCS. This trend of closing achievement gaps is true for all subgroups of students.

Cohort Analysis for Class of 2020 ELA - Economic Status*						
	2015 - 7th Grade		2016 - 8th Grade		2019 - 11th Grade	
	SED (11)	Not SED (71)	SED (12)	Not SED (69)	SED (11)	Not SED (71)
Standard Exceeded	18%	30%	25%	49%	55%	69%

¹⁰ Philip Gleason et al., “The Evaluation of Charter School Impacts, Final Report” (Washington: Institute of Education Sciences, June 2010), <http://files.eric.ed.gov/fulltext/ED510573.pdf>. A study carried out by the federal government that included virtually every charter nationally that was oversubscribed, subject to a lottery, and had achievement test scores available.

¹¹ Joshua D. Angrist et al., “Student Achievement in Massachusetts’ Charter Schools” (Cambridge, MA: Center for Education Policy Research at Harvard University, 2011), <http://economics.mit.edu/files/6493>

¹² National Charter School Study 2013 Cremata et al. 2013, Center for Research on Education Outcomes Stanford University

Standard Met	64%	49%	58%	38%	45%	27%
Standard Nearly Met	18%	20%	17%	12%	0%	4%
Standard Not Met	0%	1%	0%	1%	0%	0%

Cohort Analysis for Class of 2020 ELA - Ethnicity*									
	2015 - 7th Grade			2016 - 8th Grade			2019 - 11th Grade		
	Hispanic/ Latino (15)	2 or more races (14)	White (52)	Hispanic/ Latino (13)	2 or more races (14)	White (52)	Hispanic/ Latino (13)	2 or more races (14)	White (50)
Standard Exceeded	27%	29%	29%	38%	54%	43%	54%	64%	74%
Standard Met	47%	57%	52%	36%	31%	46%	46%	36%	22%
Standard Nearly Met	20%	14%	19%	23%	15%	11%	0%	0%	4%
Standard Not Met	7%	0%	0%	0%	0%	0%	0%	0%	0%

Cohort Analysis for Class of 2020 Math - Economic Status*						
	2015 - 7th Grade		2016 - 8th Grade		2019 - 11th Grade	
	SED (11)	Not SED (71)	SED (12)	Not SED (69)	SED (11)	Not SED (71)
Standard Exceeded	27%	39%	8%	42%	18%	52%
Standard Met	36%	37%	67%	29%	55%	34%
Standard Nearly Met	27%	18%	17%	22%	18%	8%
Standard Not Met	9%	6%	08%	7%	9%	6%

Cohort Analysis for Class of 2020 Math - Ethnicity*

	2015 - 7th Grade			2016 - 8th Grade			2019 - 11th Grade		
	Hispanic/ Latino (15)	2 or more races (14)	White (52)	Hispanic/ Latino (14)	2 or more races (14)	White (52)	Hispanic/ Latino (13)	2 or more races (14)	White (50)
Standard Exceeded	47%	50%	33%	21%	57%	37%	23%	60%	50%
Standard Met	20%	29%	44%	50%	29%	33%	54%	27%	38%
Standard Nearly Met	27%	21%	17%	7%	14%	27%	15%	7%	10%
Standard Not Met	7%	0%	6%	21%	0%	4%	8%	7%	2%

** Data reflects 7th, 8th, and 11th grade CAASPP scores for current PCS Class of 2020 students.*

Minimizing School Transitions Benefits Students

The list of successful examples actively addressing the deleterious effects of non-standard school grade configurations is vast. One instructive example is a study of charter schools in Chicago that found substantial positive effects of charter schools on educational attainment, attributing the improvement to the fact that many of the charter schools had eliminated the transition from middle to high school, using grade configurations such as K-12 or 6-12.¹³ For two decades, the Century Foundation 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. In 2012, the Century Foundation highlighted the work of E. L. Haynes Public Charter School which, in 2009, served grades pre-K through 7. In 2011–12, the charter school expanded through grade 9 and recorded drastic improvements in students' social and emotional adjustment as well as overall achievement. E. L. Haynes continued to expand by one grade each year through grade 12, becoming one of the top-performing charter schools in Washington D.C. and has been recognized nationally with the Fight for Children Quality Schools Initiative Award for exceptional student achievement gains.

Given the weight of the evidence, PCS strongly believes that in order to be effective at attracting and enabling the success of an intentionally diverse student body, the Charter School must adopt a 6-12 grade configuration. As is clear in literature, preventing the severe disruptions caused by school transitions, which disproportionately impact underrepresented communities, will both attract parents of more diverse backgrounds to PCS and enable PCS to ensure their students' success once they arrive. Although targeted recruitment and lottery preferences can help create diverse student bodies, in a system of school choice, successful recruitment will ultimately rely on eliminating the current requirement for PCS students coming from the traditional public schools

¹³The Effects of Charter High Schools on Educational Attainment, Kevin Booker, Tim R. Sass, Brian Gill, and Ron Zimmer, Journal of Labor Economics 2011 29:2, 377-415

to undergo at least three school transitions as they move from elementary to middle to high school. As the “double jump” to PCS’ middle school program was created by the change in local elementary and middle school configuration four years after PCS’ initial charter (2003-2004), this request for material revision seeks to correct the resulting misalignment and allow families to consider this exemplary school of choice without the unnecessary and harmful hinderance of an additional transition.

As highlighted in the latest The Century Foundation Report, in order to help move the needle on school integration, charter schools will have to move beyond school models to diverse-by-design systems. That is, they need to cooperate with local districts to develop effective enrollment and retention practices that work within the local public school landscape and join with outside stakeholders and leaders to push for school integration. If PCS is to become a strong player in the fight against school segregation, it must think both outside and inside the schoolhouse doors. Integration within a school requires examining not just school enrollment, instructional practices, school culture and retention but also effectively addressing the debilitating effects of non-standard grade configurations, which result in unnecessary additional school transitions for students and families.

Further Background on Student Population Balance at PCS

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 Educational 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 into Spanish. Spanish language interpretation is available at each meeting and several 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 an 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 and from 15% to 30% in 2020, at which time PCS also added a preference for students who eligible for free and reduced priced meals (see more information in Element H). PCS just conducted its first lottery since implementing this new preference for the 2020-2021 academic year. PCS' efforts in this regard have already yielded results, attracting enough applications to offer a full 30% of 7th grade slots to FTC and/or FRPM students for the 2020-21 school year, with an additional 11 admitted through the regular lottery and 16 more on the waiting list. It is yet too early to know how many of these students will accept PCS' offer of admission and enroll, or the racial and ethnic balance of this group. We look forward to learning from this data as it becomes available in the coming months.

The first to college lottery has now run for nine 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

10/19	17.4	10.9	19.8	9.9	14.3	17.9	14.9
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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
10/19	68.5	69.6	59.3	74.7	73.9	60.7	67.9

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 (e). Education Code Section 47605(c)(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 Section11960(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(e)(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(e)(4)(A), PCS 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(e)(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(e)(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(e)(2)(B)(iii), as listed above.

Pursuant to Education Code Section 47605(e)(4)(D), Pacific Collegiate shall post a notice developed by the CDE on the Charter School website, outlining the requirements of Section 47605(e)(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.).

Sixth grade Preference

Preference in the public random drawing for sixth grade shall be given to the following students in the following order¹⁴:

1. Applicants who are siblings of pupils of PCS and both an FRPM eligible applicant and a first-generation college-bound applicant.
2. Non-sibling applicants to the 6th grade who are both an FRPM eligible applicant and a first-generation college-bound applicant.
3. Applicants who are siblings of current pupils of PCS and either an FRPM eligible applicant or a first-generation college-bound applicant.
4. Non-sibling applicants who are either an FRPM eligible applicant or a first-generation college-bound applicant.
5. Children of current faculty or staff of PCS.
6. 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, but limited to those members that actively served as members on or after July 1, 2019.
7. Siblings of current pupils of PCS, or surviving siblings of any student deceased while enrolled at PCS.
8. 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.

Seventh Grade Preference

Preference in the public random drawing for seventh grade shall be given to the following students in the following order¹⁵:

¹⁴ Preferences 1-4 shall be limited to a combined total of (a) fifty percent (50%) of the incoming 6th grade class if PCS is offering one (1) section of 6th grade (up to 26 students), or (b) thirty percent (30%) of the incoming 6th grade class if PCS is offering 2 sections of 6th grade (up to 44 students). Once this threshold of the incoming class is selected, the applicants who qualify for these admission preferences but who were not admitted pursuant to these preferences shall be awarded the benefit of other admission preferences for which they are eligible, if any.

¹⁵ Preferences 1-4 shall be limited to a combined total of thirty percent (30%) of the incoming 7th grade class. Once

1. Applicants who are siblings of current pupils of PCS and both an FRPM eligible applicant and a first-generation college-bound applicant.
2. Non-sibling applicants to the 7th grade who are both an FRPM eligible applicant and a first-generation college-bound applicant.
3. Applicants who are siblings of current pupils of PCS and either an FRPM eligible applicant or a first-generation college-bound applicant.
4. Non-sibling applicants who are either an FRPM eligible applicant or a first-generation college-bound applicant.
5. Children of current faculty or staff of PCS.
6. Siblings of current pupils of PCS, or surviving siblings of any student deceased while enrolled at PCS.
7. 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.
8. 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 8-12 Preference

Preference in the public random drawing for grades 8-12 shall be given to the following students in the following order:

1. Children of current faculty or staff of PCS.
2. Siblings of current pupils of PCS, or surviving siblings of any student deceased while enrolled at PCS.
3. 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.
4. 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(e)(2)(B)(i)-(iv).

The PCS Board of Directors will take all necessary efforts to ensure lottery procedures are fairly executed. The lottery shall be performed by a web-based computer program/application. A third-party vendor shall setup the lottery software in a manner that simulates the following procedure.

Lottery spaces are selected in order of grade level. The software shall simulate separate lotteries

30% of the incoming class is selected, the applicants who qualify for these admission preferences but who were not admitted as part of the 30% shall be awarded the benefit of other admission preferences for which they are eligible, if any.

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, the software shall randomly select students 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, software randomly shall select students 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 shall be selected by the software, and the program shall continue until all spaces are filled and preference categories are exhausted in the order provided above.

The vendor shall certify that the program ran correctly and that the appropriate preferences were provided. Applicants do not need to be present at the lottery to receive or accept an offer of admission.

Wait-list

At the conclusion of the public random drawing, all students who were not granted admission due to capacity shall be placed on a wait-list according to the in which their name was selected by the lottery software. 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.

Note Regarding Staff and board preference

Over the last 6 years the number of children admitted into the 7th grade class through the staff and board preferences has been as follows:

	Staff	Board
2020-21	2	3
2019-20	2	4
2018-19	8	2
2017-18	3	2
2016-17	2	7
2015-16	5	5

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(c)(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(c)(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, consistent with its Charter, is responsible for contracting and overseeing the independent audit. 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 finance and 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(c)(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, PCS 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 PCS 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. This section shall apply to pupils in any of grades 9 to 12, inclusive.
 - 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 PCS.
- 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 by a conference conducted by the Head of School or the Head of School's designee with the student and his or her parent/guardian 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(c)(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/guardian, unless the pupil and the pupil's parents/guardian fail to attend the conference.

4. Homework Assignments During Suspension

In accordance with Education Code Section 47606.2(a), upon the request of a parent, a legal guardian or other person holding the right to make education decisions for the pupil, or the affected pupil, a teacher shall provide to a pupil in any of grades 1 to 12, inclusive, who has been suspended from school for two or more schooldays, the homework that the pupil would otherwise have been assigned.

In accordance with Education Code Section 47606.2(b), if a homework assignment that is requested pursuant to Section 47606.2(a) and turned into the teacher by the pupil either upon the pupil's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation of the pupil's overall grade in the class.

D. Authority to Expel

As required by Education Code Section 47605(c)(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 of Directors following a hearing before it or by the Pacific Collegiate School Board of Directors 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 the 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. 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. 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 circumstances 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/guardian, 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/guardian, 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/guardian, 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/guardian 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/guardian 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/guardian 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(c)(5)(K).

All eligible employees at Pacific Collegiate School are covered by the State Teachers' Retirement System, including certificated teachers. All eligible employees at Pacific Collegiate School are covered by the Public Employees' Retirement System, and/or Social Security, as appropriate to the position. A list of current positions covered under each retirement system is included in **Appendix P**. 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(c)(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(c)(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, County or State Board of Education 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; similarly, no sick or vacation time specifically accrued at Pacific Collegiate School is transferable to district or County employment. 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(c)(5)(N).

Pacific Collegiate School and the Santa Cruz County Board of Education (the “County”) will be encouraged to attempt to resolve any disputes with the County amicably and reasonably without resorting to formal procedures as set forth below. In addition, Pacific Collegiate School and the County have also agreed to participate in non-binding mediation as set forth in Section 5 of the Charter School Memorandum of Understanding.

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(c)(5)(O).

As a vibrant, successful, and financial solvent school, PCS does not expect the Charter School 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 N**, 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: [T]he facilities to be used 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(h).

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: [T]he manner in which administrative services of the charter school are to be provided. Education Code Section 47605(h).

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: [P]otential civil liability effects, if any, upon the charter school and upon the school district. Education Code Section 47605(h).

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(h).

Attached, as **Appendix N**, 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.

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

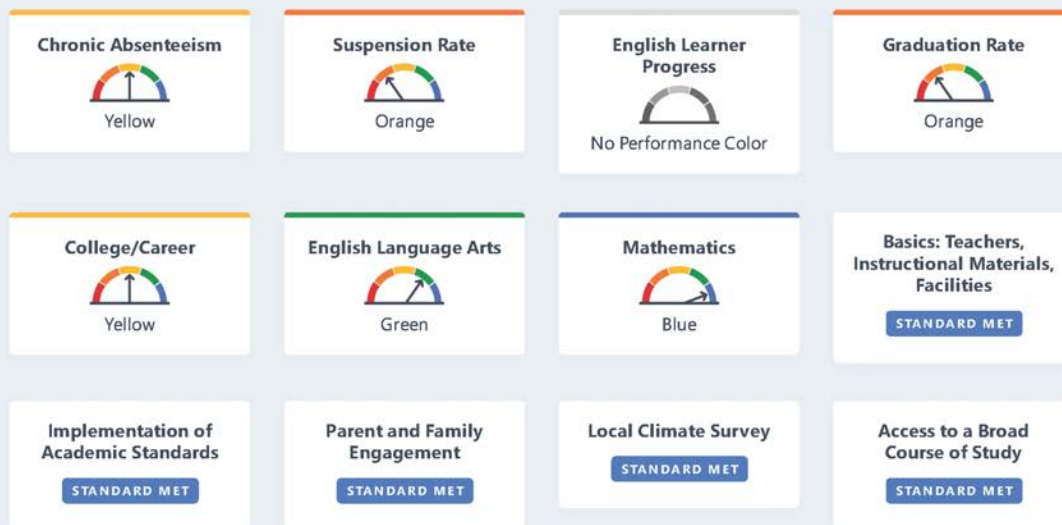
Math	% Met/Exceeded Standard			
	PCS		SC County	
Year	White	Hispanic/Latino	White	Hispanic/Latino
2018	77.9	64.86	54.08	19.73
2017	77.48	64.1	52.97	17.89
2016	68	71	55	18
2015	76	57	53	17

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

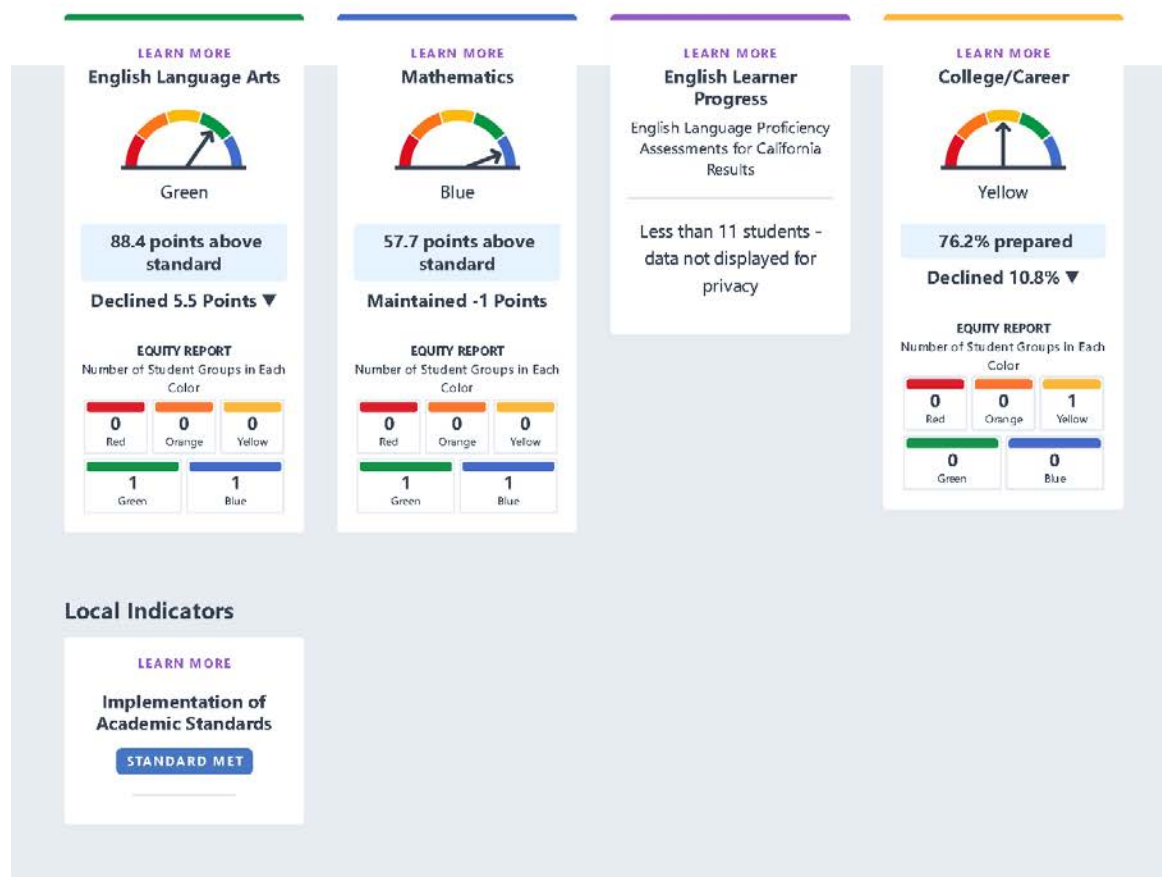
Explore information about this school's student population.



PACIFIC COLLEGIATE CHARTER

Academic Performance

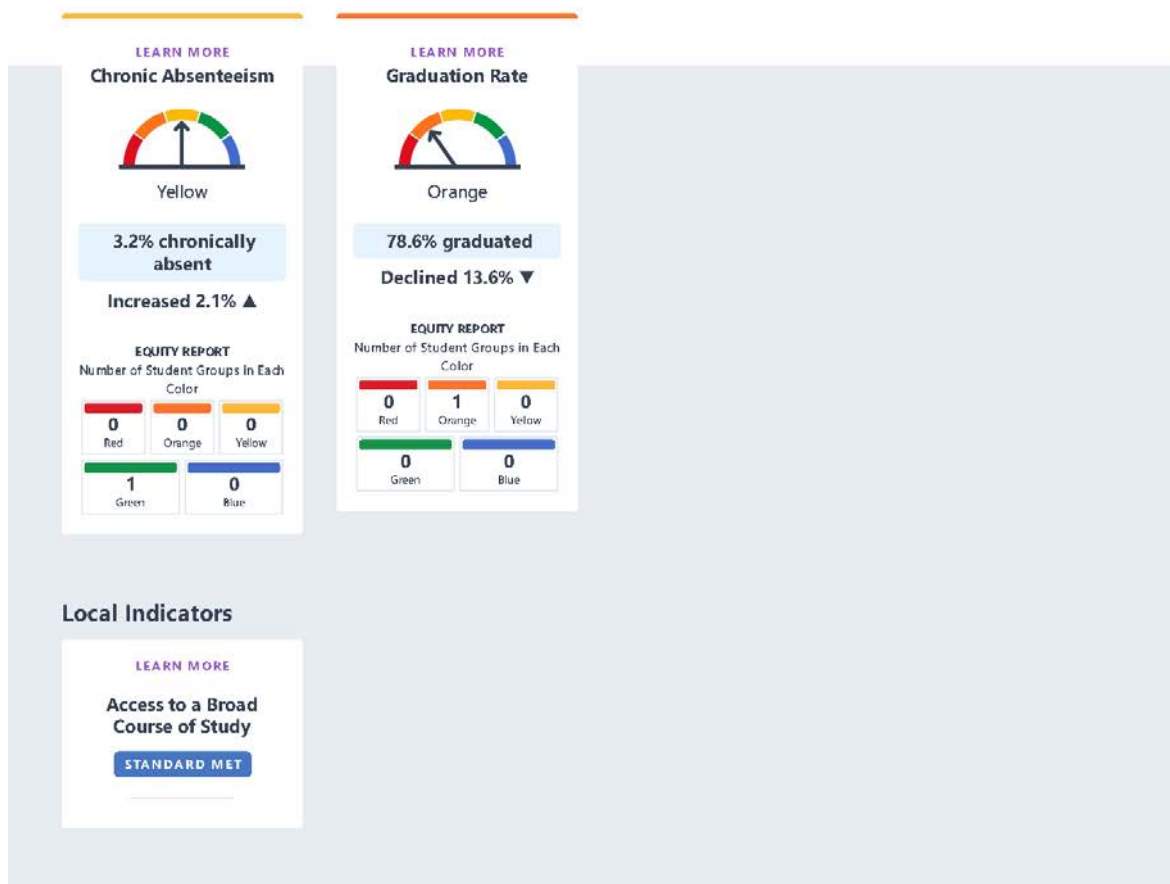
View Student Assessment Results and other aspects of school performance.



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.



Increased 0.5% ▲

EQUITY REPORT
Number of Student Groups in Each
Color



Local Indicators

[LEARN MORE](#)

**Basics: Teachers,
Instructional Materials,
Facilities**

STANDARD MET

[LEARN MORE](#)

**Parent and Family
Engagement**

STANDARD MET

[LEARN MORE](#)

Local Climate Survey

STANDARD MET

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 12:45 – 1:25	Lunch 12:45 – 1:25	Lunch 12:45 – 1:25	Lunch 12:45 – 1:25
Lunch 12:31 – 1:11				
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
Non-Instructional Minutes		
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

Pacific Collegiate School

Proposed Schedule for Sixth-grade Program

Class #1

Monday	Tuesday	Wednesday	Thursday	Friday
Period 1 & 2 8:15-10:17 Humanities Core ELA/ELD/History	Period 1 8:15-10:00 Humanities Core ELA/ELD/History	Period 2 8:15-10:00 Humanities Core ELA/ELD/History	Period 1 8:15-10:00 Humanities Core ELA/ELD/History	Collaboration Late Start
BREAK 10:17-10:27	BREAK 10:00-10:10	BREAK 10:00-10:10	BREAK 10:00-10:10	Period 2 9:00-10:45 Humanities Core ELA/ELD/History
Period 3 & 4 10:32-12:31 STEM Core Math/Science	10:15-10:55 Foundations/AVID	10:15-10:55 Foundations/AVID	10:15-10:55 Foundations/AVID	BREAK 10:45-10:55
	Period 3 11:00-12:45 STEM Core Math/Science	Period 4 11:00-12:45 STEM Core Math/Science	Period 3 11:00-12:45 STEM Core Math/Science	Period 4 11:00-12:45 STEM Core Math/Science
LUNCH 12:31-1:11	LUNCH 12:45-1:25			
Period 5A 1:16-2:13 Visual Arts	Period 5A 1:30-2:20 Visual Arts	Period 6B 1:30-3:15 World Explorers (Language/Art/Music/Culture)	Period 5A 1:30-2:20 Visual Arts	Period 6B 1:30-3:15 World Explorers (Language/Art/Music/Culture)
Period 6A 2:18-3:15 Wellness (Health/Physical Education)	Period 6A 2:25-3:15 Wellness (Health/Physical Education)		Period 6A 2:25-3:15 Wellness (Health/Physical Education)	

Class #2

Monday	Tuesday	Wednesday	Thursday	Friday
Period 1 & 2 8:15-10:17 STEM Core Math/Science	Period 1 8:15-10:00 STEM Core Math/Science	Period 2 8:15-10:00 STEM Core Math/Science	Period 1 8:15-10:00 STEM Core Math/Science	Collaboration Late Start
BREAK 10:17-10:27	BREAK 10:00-10:10	BREAK 10:00-10:10	BREAK 10:00-10:10	Period 2 9:00-10:45 STEM Core Math/Science
Period 3 & 4 10:32-12:31 Humanities Core ELA/ELD/History	10:15-10:55 Foundations/AVID	10:15-10:55 Foundations/AVID	10:15-10:55 Foundations/AVID	BREAK 10:45-10:55
	Period 3 11:00-12:45 Humanities Core ELA/ELD/History	Period 4 11:00-12:45 Humanities Core ELA/ELD/History	Period 3 11:00-12:45 Humanities Core ELA/ELD/History	Period 4 11:00-12:45 Humanities Core ELA/ELD/History
LUNCH 12:31-1:11	LUNCH 12:45-1:25			
Period 5A 1:16-2:13 Wellness (Health/Physical Education)	Period 5B 1:30-3:15 World Explorers (Language/Art/Music/Culture)	Period 5A 1:30-2:20 Wellness (Health/Physical Education)	Period 5B 1:30-3:15 World Explorers (Language/Art/Music/Culture)	Period 5A 1:30-2:20 Wellness (Health/Physical Education)
Period 6A 2:18-3:15 Visual Arts		Period 6A 2:25-3:15 Visual Arts		Period 6A 2:25-3:15 Visual Arts

Instructional Minutes for Proposed 6th Grade

	Grades
Year: 2021-22 6th grade	4-8
Required Minutes	54,000
Mondays	
<i>Total Daily Minutes</i>	
Daily Start Time	8:15
Daily End Time (use 24 hour clock)	15:15
Subtotal Minutes	420
<i>Non-Instructional Minutes</i>	
Break	10
Lunch	40
Subtotal Non-Instructional Minutes	50
Subtotal Minutes Per Non-Block Day	370
Non-Block Days Per Year	34
Subtotal Annual Minutes on Non-Block Days	12,580
Tuesdays, Wednesdays, Thursdays	
<i>Total Daily Minutes</i>	
Daily Start Time	8:15
Daily End Time	15:15
Subtotal Minutes	420
<i>Non-Instructional Minutes</i>	
Break	10
Lunch	40
Subtotal Non-Instructional Minutes	50
Total Minutes Per Block Day	370
Block Days Per Year	106
Subtotal Annual Minutes on Block Days	39,220
Fridays	
<i>Total Daily Minutes</i>	
Daily Start Time	9:00
Daily End Time	15:15
Subtotal Minutes	375
<i>Non-Instructional Minutes</i>	
Break	10
Lunch	40
Subtotal Non-Instructional Minutes	50
Total Minutes Per Fridays	325
Fridays Per Year	35
Subtotal Annual Minutes on Fridays	11,375

Finals Days	
Total Daily Minutes	
Daily Start Time	8:15
Daily End Time	13:50
Subtotal Minutes	335
<i>Non-Instructional Minutes</i>	
Break	
Lunch	25
Subtotal Non-Instructional Minutes	25
Total Minutes Per Finals Day	310
Final Days Per Year	6
Subtotal Annual Minutes on Final Days	1,860
Last Day	
Total Daily Minutes	
Daily Start Time	9:00
Daily End Time	11:00
Subtotal Minutes	120
<i>Non-Instructional Minutes</i>	
Recess	
Lunch	
Subtotal Non-Instructional Minutes	0
Total Minutes Per Last Day	120
Last Day Per Year	1
Subtotal Annual Minutes on Last Day	120
Total Annual Instructional Minutes	65,155
Amount Above (Below) Minimum	11,155

Total Number of Days

182

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

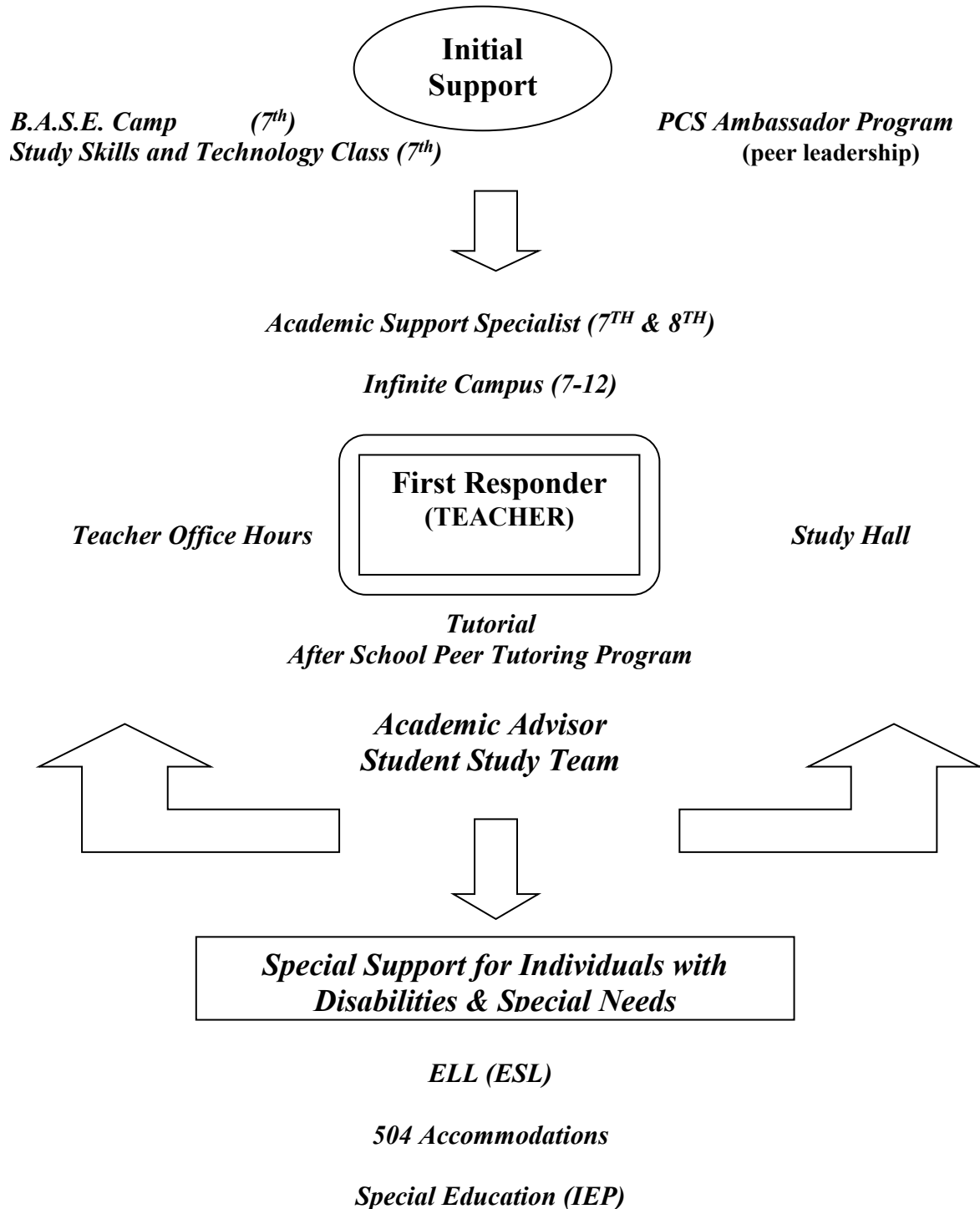
Student Support Systems

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
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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:

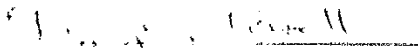
Gregory T. Powell, Esq.
1309 Greenwood Avenue
San Carlos, CA 94070.

VI.

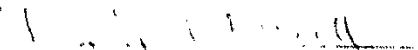
The property of this corporation is irrevocably dedicated to educational purposes meeting the requirements of Section 214 of the California Revenue and Taxation Code, and no part of the net income or assets of the organization shall ever inure to the benefit of any director, trustee, officer or member 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

PACIFIC COLLEGIATE SCHOOL BYLAWS

Approved May 6, 2015
Effective July 1, 2015

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Section 1.2 Change of Address	1
Section 1.3 Other Offices	1
ARTICLE II: PURPOSES	1
Section 2.1 Specific and General Purpose	1
ARTICLE III: MEMBERSHIP	1
Section 3.1 No Members	1
ARTICLE IV: BOARD OF DIRECTORS	2
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Section 4.2 Specific Powers	2
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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 or 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.

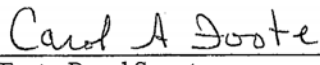
2. Governing Board Members

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

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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: Administrative 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.

The Opportunity

PCS' current school leader, Simon Fletcher, is departing at the end of the '18-'19 school year after 20 years at the school, six of those years as its principal. The PCS board is seeking an exceptional instructional leader who knows how to maintain the highest bar for academic excellence as well as a skilled community-focused leader with a depth of knowledge on how to sustain a culture of academic curiosity and instructional rigor for all students and adults. The ideal candidate will have a track record of success leading a high performing secondary school program with experience building diverse teams and supporting teachers and staff in their professional growth. This person will also have demonstrated how they build trust and a strong working relationship with students, staff/faculty, parents, board members and external constituents, such as the Santa Cruz County Office of Education which serves as the school's authorizing agency.

Responsibilities

The Head of School will be 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

Qualifications

In order to meet their responsibilities, the ideal Head of School candidate will be:

- A proven instructional leader with experience running a high performing school who brings an understanding of how to support PCS in continuing its rigorous academic program while also bringing in knowledge of best practices in education innovation;
- A seasoned professional and experienced manager with 10+ years of professional experience with HR expertise who knows how to recruit, oversee, coach, and develop teachers and staff at all levels;
- An exceptional relationship builder who can quickly gain the confidence of the Board, parents, faculty/staff, and students;
- A passionate advocate for all students and families who has a commitment to building a strong culture of diversity, equity, and inclusion at PCS;
- Experienced in school finance and decision-making around resource allocation for a student-serving organization (background working with public school budgeting preferred);
- Knowledgeable about the academic and social emotional needs of adolescents, particularly high school students, as they pursue their paths towards college and career;
- Able to ensure the financial health and sustainability of PCS' programs through developing strong partnerships with internal and external stakeholders (with particular appreciation for the role of the volunteerism culture of the school), raising public and private dollars as needed;
- Dynamic and versatile, able to engage a variety of stakeholders in dialogue and speak in a clear, compelling and authentic manner both about the school's goals and priorities and the leader's decision-making process and plans towards meeting them.



Compensation and Benefits

Pacific Collegiate School offers a competitive compensation and benefits package with a salary range of \$140-170k annually. More details can be provided upon request.

Pacific Collegiate School is an equal opportunity employer and an organization that values diversity. Recruiting staff to create an inclusive organization is a priority, and we encourage applicants from all backgrounds. Candidates are evaluated solely on their qualifications to perform the work required.



Job Title: Pacific Collegiate School: Vice Principal/Dean of Students

Department:	Pacific Collegiate School ("PCS") Management	Reports to:	Principal
Approved by: (sign & date)		Work Year:	210 day per year work calendar (Aug 1 – June 30)
		FLSA:	Exempt

General Summary

Under the direction of the Principal, 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 Principal 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 Principal and Faculty Dean in annual faculty evaluation process.

**This job description reflects essential functions of this position. It does not restrict management's right to reassign duties and responsibilities to this job at any time.*



Job Title: Pacific Collegiate School: Vice Principal/Dean of Students

Department:	Pacific Collegiate School ("PCS") Management	Reports to:	Principal
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 Principal designee.

Education

- Bachelors's 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.

**This job description reflects essential functions of this position. It does not restrict management's right to reassign duties and responsibilities to this job at any time.*



Job Title: Pacific Collegiate School: Vice Principal/Dean of Students

Department:	Pacific Collegiate School ("PCS") Management	Reports to:	Principal
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: Faculty Dean

Department:	Pacific Collegiate School ("PCS") Management	Reports to:	Principal
Approved by: (sign & date)		Work Year:	205 day per year work calendar (Aug 1 – June 30)
		FLSA:	Exempt

General Summary

Under the direction of the Principal, the Faculty Dean will be responsible for curriculum review and faculty leadership with the primary goal of maintaining challenge and excellence at PCS.

General Responsibilities:

- Oversees all aspects of faculty functions for PCS.
- Maintain regular communication and advises Principal in all areas of responsibility.
- Assists in the implementation of school goals and program development activities as related to school operations.

Essential Job Accountabilities

- Provide faculty leadership to maintain focus on challenge and excellence.
- Orient faculty members re: PCS culture, academic policies, procedures, grading policies, expected standards of excellence.
- Design and review individual teacher and departmental growth plans and professional development.
- Establish program and systems of regular curriculum review, planning cycles and evaluation of success.
- Design and implement assertive and on-going process for recruiting high quality teachers.
- Establish, coordinate and maintain mentoring program for new teachers.
- Plan and execute in-service schedule.
- Working with Principal and Vice Principal to evaluate and determine faculty success annually.
- Maintain evaluation rubric for teachers.
- Create improvement plans for struggling teachers.
- Update and administer online student evaluation surveys.
- Administer surveys as needed to garner faculty input.
- Serve as an advocate and resource for faculty.
- Prepare SARC report annually.
- Coordinate WASC.
- Coordinate credential compliance and BTSA support.
- Supervise and coordinate interview and hire process for new faculty.
- Establish criteria for recognizing faculty milestones and process for celebration of success.
- Provide annual review and input on faculty portion of employee handbook.
- Perform other related duties as assigned.

Education

- Bachelors' degree required, Masters preferred.
- Administrative credential preferred.
- Combination of education and experience and training which would indicate possession of the required knowledge, skills and competencies listed herein.

**This job description reflects essential functions of this position. It does not restrict management's right to reassign duties and responsibilities to this job at any time.*



Job Title: Pacific Collegiate School: Faculty Dean

Department:	Pacific Collegiate School ("PCS") Management	Reports to:	Principal
Approved by: (sign & date)		Work Year:	205 day per year work calendar (July 1 – June 30)
		FLSA:	Exempt

Work Experience

- 5-7 years of Middle and High School teaching experience.
- Curriculum review and implementation.
- 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 motivate student learning.
- 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.
- School improvement programs, goals and objectives
- Current trends and research concerning the growth and development of the teaching profession.
- School policies and procedures.
- 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: Special Education Coordinator & School Psychologist

Department:	Pacific Collegiate School ("PCS") Management	Reports to:	Principal
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 Principal of the District, oversees all special education services at the District level, and represents the interest of this District at County, Regional and State levels. This person provides direction to Resource Specialists; Language, Speech, and Hearing Specialists (i.e: Orthopedically Impaired, Hard of Hearing, Visually Impaired Specialist) Instructional Aides, and Administrative Assistant.

Essential Job Accountabilities
Director of Special Education

- Maintains regular communication and advises Principal 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 instruction programs, which meet the student's 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 principal and coordinates with administration in 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 tasks and projects, as assigned by the Principal.

**This job description reflects essential functions of this position. It does not restrict management's right to reassign duties and responsibilities to this job at any time.*

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 detaching methodologies.

Education

- Masters of Arts/Science in School Psychology, Doctorate in School Psychology.
- Valid State Pupil Personnel Services credential.

Work Experience

- Knowledges of and experiences with planning and implementing Federal, State and SELPA laws/regulations/policies pertaining to services for special needs populations.
- Knowledge and experiences with governmental funding as well as budgetary planning and procedures.
- At least five years of educational experience working with students 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 in preparing programmatic and departmental information.
- Experience in leading, coaching and developing staff.
- Experience or interest in working in District schools, education, or non-profit.

**This job description reflects essential functions of this position. It does not restrict management's right to reassign duties and responsibilities to this job at any time.*



Job Title: Pacific Collegiate School: College Counselor

Department:	Pacific Collegiate School ("PCS") Management	Reports to:	Principal
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 Principal, 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 Principal 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's 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.

**This job description reflects essential functions of this position. It does not restrict management's right to reassign duties and responsibilities to this job at any time.*



Job Title: Pacific Collegiate School: College Counselor

Department:	Pacific Collegiate School ("PCS") Management	Reports to:	Principal
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Work Experience

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- Experience with meeting the social and emotional needs of high school students preferred.
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- 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.

**This job description reflects essential functions of this position. It does not restrict management's right to reassign duties and responsibilities to this job at any time.*



Job Title: Pacific Collegiate School: Academic Support Specialist, RTI, and Peer Tutoring

Department	Pacific Collegiate School Management	Reports To:	Assistant Principal/Dean of Students
Approved By: Sign and Date		Work Year:	190 day per year work calendar

General Summary:

Under the direction of the Assistant Principal/Dean of Students, the Academic Support and RTI Specialist, and Peer Tutor Coordinator, is responsible for the overall academic and social support of the seventh and eighth grade student population.

General Responsibilities:

- Oversees the general 7th/8th grade student population and provides support where needed including academic and social issues
- Makes intervention recommendations as recommended by and coordinated with middle school teachers, parents, and administration
- Applies Response to Intervention services including targeted instruction to identified students
- Reports and coordinates efforts with the Assistant Principal/Dean of Students
- Assists in the implementation of school wide goals and program development opportunities as related to school operations

Essential Job Accountabilities:

- Oversees all Academic Base Camp responsibilities for incoming 7th grade students
- Training and coordination of student WEB leaders (Where Everybody Belongs)
- Oversees New Student Orientation for middle school and high school students
- Provides general tutorial assistance for 7th and 8th grade students
- Provides daily RTI support for 7-10th grade identified students
- Monitors RTI student progress and makes exit recommendations
- Communicates with pilot students and pilot student families regularly to provide support and track progress
- Individually meets all 7th grade students as well as incoming high school students (at least 9th and 10th graders?); meets with 8th grade students identified as needing academic and/or social support
- Available to meet with high school students, especially 9th and 10th, to assist with social and academic concerns
- Makes general intervention recommendations to students, parents, and teachers, such as math tutoring sessions, peer tutoring, and teacher office hours
- Coordination of peer tutoring – identify students who need a tutor, find tutors in the appropriate subject area, and track the tutors' service hours
- Monitors student progress for students utilizing general intervention services
- Communicates student needs/progress/updates to teachers at grade level meetings
- Coordinates Student Study Team (SST) meetings for middle school students when appropriate
- Coordinates Student Study Team (SST) meetings for high school students when requested
- Coordinates with Resource/Directed Studies when appropriate



Job Title: Pacific Collegiate School: Academic Support Specialist, RTI, and Peer Tutoring

Department	Pacific Collegiate School Management	Reports To:	Assistant Principal/Dean of Students
Approved By: Sign and Date		Work Year:	190 day per year work calendar

General Summary:

Under the direction of the Assistant Principal/Dean of Students, the Academic Support and RTI Specialist, and Peer Tutor Coordinator, is responsible for the overall academic and social support of the seventh and eighth grade student population.

General Responsibilities:

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- Makes general intervention recommendations to students, parents, and teachers, such as math tutoring sessions, peer tutoring, and teacher office hours
- Coordination of peer tutoring – identify students who need a tutor, find tutors in the appropriate subject area, and track the tutors' service hours
- Monitors student progress for students utilizing general intervention services
- Communicates student needs/progress/updates to teachers at grade level meetings
- Coordinates Student Study Team (SST) meetings for middle school students when appropriate
- Coordinates Student Study Team (SST) meetings for high school students when requested
- Coordinates with Resource/Directed Studies when appropriate



Job Title: Pacific Collegiate School: Development Director

Department:	Pacific Collegiate School ("PCS") Management	Reports to:	Head of School
Approved by: (sign & date)		Work Year:	161 day per year work calendar (Aug 1 – June 30)
		FLSA:	Exempt

General Summary

Under the direction of the Head of School, the Development Director will be responsible for cultivating and procuring resources and meeting all fundraising goals to support PCS' mission and strategic goals.

General Responsibilities:

- Oversee all aspects of all fundraising initiatives of the school including, but not limited to, the Annual Fund Drive, foundation and corporate grants, individual giving, and business solicitations, as well as related messaging that supports a successful development effort.
- 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

- Provide development and fundraising leadership to the PCS community; train and encourage volunteer fundraisers as needed. Help board members, school leadership, and other fundraising volunteers identify, cultivate and solicit charitable gifts.
- Work to get 100% of PCS' current parent population to give through AFD; educate them about the importance of unrestricted giving to the AFD. Raise about 15% of PCS' annual revenue via AFD.
- Pursue a broad internal donor base that includes staff; alumni; former board members; alumni parents, and relatives of current families, primarily grandparents.
- Explore and pursue other sources of high-yield income or resource strategies including corporate partnerships, foundation funding and targeted giving, both direct and in-kind.
- Coordinate targeted cultivation, appreciation and stewardship events in support of the above.
- Monitor and provide advisory support to other fundraising efforts by parents, students and staff. Participate as required or requested in other school or community events.
- Supervise Development Assistant in his/her support duties and work to facilitate alumni attachment to PCS through specific strategic tactics based on an annual alumni engagement plan.
- With Head of School and other relevant staff, create timely and strategic messaging in support of PCS's development work and institutional program and mission/vision.
- Be a lead in maintaining, updating and improving the PCS website.
- Ensure proper evaluation and redirection of development efforts/goals via reports, reflection and solicited feedback.
- Manage donor relations/fundraising data system ensuring appropriate and timely coding and acknowledgement of donors and reporting for all stakeholders.

**This job description reflects essential functions of this position. It does not restrict management's right to reassign duties and responsibilities to this job at any time.*

- Create polished solicitation, cultivation and case for support materials including event invitations, appeals, proposals, website documents and annual reports.
- With the Development Committee Chair, prepare for and facilitate Development Committee meeting content, agendas, and minutes. Attend and contribute to other leadership meetings as required or requested.
- Maintain current knowledge of charter school fundraising and internal community cultivation strategies. Stay abreast of PCS' position within the external Santa Cruz community.



Job Title: Pacific Collegiate School: Development Director

Department:	Pacific Collegiate School ("PCS") Management	Reports to:	Head of School
Approved by: (sign & date)		Work Year:	161 day per year work calendar (Aug 1 – June 30)
		FLSA:	Exempt

- Ensure that fund development is carried out in keeping with PCS' values, mission, vision, policies, and plans.
- Ensure compliance with all relevant regulations and laws, adhere to highest level of confidentiality, maintain accountability standards to donors, and ensure compliance with code of ethical principles and standards of fundraising.
- Help position PCS as an asset to its internal and external communities. Professionally and diplomatically represent PCS.

Education

- Bachelor's degree required.
- Combination of education and experience and training which would indicate possession of the required knowledge, skills and competencies listed herein.

Work Experience

- Knowledge of Fundraising and Development practices.
- Knowledge of Fundraising and Development requirements related to school districts.
- 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.
- Interest in process improvement.
- 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 difference from one's own.

**This job description reflects essential functions of this position. It does not restrict management's right to reassign duties and responsibilities to this job at any time.*

Appendix I: List of Certificated Staff

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 Classified 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.
- **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 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 Foundation^[3], 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 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.

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 a 6th grade program with up to 44 students.

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 6th grade program (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 revealed 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 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 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 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. 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 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 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	SCHS 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						
Class	Junior High	High School	7th ELA	7th Math	8th ELA	8th Math	11th ELA	11th Math	% of AP Exams with 3, 4, or 5
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)			

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)* 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 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.

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 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 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.

^[1] Ayscue, 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>

^[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>

^[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>

^[4] California Department of Education, Multi-Tiered Systems of Support, accessed at <https://www.cde.ca.gov/ci/cr/ri/>

^[5] Carver-Thomas, D. (2018). *Diversifying the teaching profession: How to recruit and retain teachers of color*. Palo Alto, CA: Learning Policy Institute.

^[6] Ibid

Appendix L: Proposed Schedule and Timeline for Planning Sixth Grade Program

PACIFIC COLLEGIATE SCHOOL

PROPOSED SCHEDULE FOR SIXTH-GRADE PROGRAM

Class #1

Monday	Tuesday	Wednesday	Thursday	Friday
Period 1 & 2 8:15-10:17 Humanities Core ELA/ELD/History	Period 1 8:15-10:00 Humanities Core ELA/ELD/History	Period 2 8:15-10:00 Humanities Core ELA/ELD/History	Period 1 8:15-10:00 Humanities Core ELA/ELD/History	Collaboration Late Start
BREAK 10:17-10:27	BREAK 10:00-10:10	BREAK 10:00-10:10	BREAK 10:00-10:10	Period 2 9:00-10:45 Humanities Core ELA/ELD/History
Period 3 & 4 10:32-12:31 STEM Core Math/Science	10:15-10:55 Foundations/AVID	10:15-10:55 Foundations/AVID	10:15-10:55 Foundations/AVID	BREAK 10:45-10:55
	Period 3 11:00-12:45 STEM Core Math/Science	Period 4 11:00-12:45 STEM Core Math/Science	Period 3 11:00-12:45 STEM Core Math/Science	Period 4 11:00-12:45 STEM Core Math/Science
LUNCH 12:31-1:11	LUNCH 12:45-1:25			
Period 5A 1:16-2:13 Visual Arts	Period 5A 1:30-2:20 Visual Arts	Period 6B 1:30-3:15 World Explorers (Language/Art/Music/Culture)	Period 5A 1:30-2:20 Visual Arts	Period 6B 1:30-3:15 World Explorers (Language/Art/Music/Culture)
Period 6A 2:18-3:15 Wellness (Health/Physical Education)	Period 6A 2:25-3:15 Wellness (Health/Physical Education)		Period 6A 2:25-3:15 Wellness (Health/Physical Education)	

Class #2

Monday	Tuesday	Wednesday	Thursday	Friday
Period 1 & 2 8:15-10:17 STEM Core Math/Science	Period 1 8:15-10:00 STEM Core Math/Science	Period 2 8:15-10:00 STEM Core Math/Science	Period 1 8:15-10:00 STEM Core Math/Science	Collaboration Late Start
BREAK 10:17-10:27	BREAK 10:00-10:10	BREAK 10:00-10:10	BREAK 10:00-10:10	Period 2 9:00-10:45 STEM Core Math/Science
Period 3 & 4 10:32-12:31 Humanities Core ELA/ELD/History	10:15-10:55 Foundations/AVID	10:15-10:55 Foundations/AVID	10:15-10:55 Foundations/AVID	BREAK 10:45-10:55
	Period 3 11:00-12:45 Humanities Core ELA/ELD/History	Period 4 11:00-12:45 Humanities Core ELA/ELD/History	Period 3 11:00-12:45 Humanities Core ELA/ELD/History	Period 4 11:00-12:45 Humanities Core ELA/ELD/History
LUNCH 12:31-1:11	LUNCH 12:45-1:25			

Period 5A 1:16-2:13 Wellness (Health/Physical Education)	Period 5B 1:30-3:15 World Explorers (Language/Art/Music/Culture)	Period 5A 1:30-2:20 Wellness (Health/Physical Education)	Period 5B 1:30-3:15 World Explorers (Language/Art/Music/Culture)	Period 5A 1:30-2:20 Wellness (Health/Physical Education)
Period 6A 2:18-3:15 Visual Arts		Period 6A 2:25-3:15 Visual Arts		Period 6A 2:25-3:15 Visual Arts

PACIFIC COLLEGIATE SCHOOL

TIMELINE FOR PLANNING AND PREPARATION OF SIXTH-GRADE PROGRAM

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.

18 months prior

- Identify any facilities enhancements needed to support sixth-grade
- Begin facilities upgrade projects (e.g. improvement to outdoor play space)
- 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
- Write job description for sixth-grade teacher/team

12 months prior

- Begin recruitment and hiring process for sixth-grade teacher/team
- Select textbooks and instructional materials to support proposed sixth-grade curriculum
- Outreach and preparation for annual lottery, including applications for 6th grade program

6-9 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 and curriculum development by sixth-grade teacher/team with support from colleagues/Department Chairs (ELA/ELD, Math, Science, History, World Language, Visual and Performing Arts)

3-6 months prior

- Annual lottery and PCS enrollment, including for 6th grade program
- 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
- Order texts, instructional materials, and supplies

1-3 month prior

- Finish instructional planning days for sixth-grade teacher/team
- Sixth-grade Parent Orientation and Welcome
- Sixth-grade Base Camp

Appendix M: Net Lease Agreement with Pacific Collegiate Foundation

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.

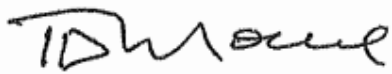
3. Same Terms and Conditions. Except as otherwise set forth in this Amendment to the contrary, Tenant's leasing of the Premises shall be upon the same terms and conditions set forth in the Lease, and all of Tenant's and Landlord's other obligations under the Lease shall remain in full force and effect. 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.

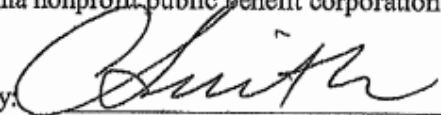
LANDLORD:

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.

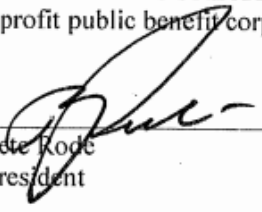
4. Same Terms and Conditions. Except as otherwise set forth in this Third Amendment to the contrary, Tenant's leasing of the Premises shall be upon the same terms and conditions set forth in the Lease, and all of Tenant's and Landlord's other obligations under the Lease shall remain in full force and 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.

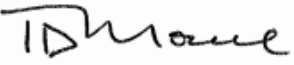
LANDLORD:

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



Pacific Collegiate School

3004 Mission St.
Santa Cruz, CA 95060

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

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.



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 556 students at a 95.5% attendance rate.

#8012-EPA: Projected at \$106 k.

#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 \$78.5k for base rises.

#2000-Classified Salaries: Reflective of \$16.7k 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 \$190k.



Budget Assumptions for: 2021-2022

REVENUE:

#8011-State Aid: Projecting 604 students at a 95.5% attendance rate. Student breakdown: Grade 6 = 44; Grades 7-8 = 188; Grades 9-12 = 372.

#8012-EPA: Projected at \$269k.

#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 \$819k due to increase in students.

#8674-Other contributions: Projected at 2019-20 rate.

EXPENSES:

#1000-Certificated Salaries: Reflective of \$83.6k for base rises and \$170.4k for 2.4 FTE additional teacher for 6th grade and \$35.5k for .5 FTE additional academic support.

#2000-Classified Salaries: Reflective of \$16k for base raises and \$22.7k for 0.5 FTE for diversity position and \$22.7k for 0.5 FTE for additional classified support.

#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 \$8,000 in free and reduced lunch student payments and one-time costs to start 6th grade.

#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 \$190k.

* PCS has secured a commitment of private philanthropic funds to cover one-time costs associated with implementation of a 6th grade, pending approval of this request for material revision.



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Budget Assumptions for: 2022-2023

REVENUE:

#8011-State Aid: Projecting 604 students at a 95.5% attendance rate. Student breakdown: Grade 6 = 44; Grades 7-8 = 188; Grades 9-12 = 372.

#8012-EPA: Projected at \$269k.

#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 \$819k with increase in number of students.

#8674-Other contributions: Projected at 2019-20 rate.

EXPENSES:

#1000-Certificated Salaries: Reflective of \$92.2k for base raises.

#2000-Classified Salaries: Reflective of \$19.1k 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 \$190k.

**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 2019-20	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	1,797,114	2,173,405	2,338,306
Education Protection Account State Aid - Current Year	8012	104,832	106,196	269,291	269,291
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	5,037,245	5,576,631	5,741,532
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	922,000	922,000
Total, Local Revenues		878,000	878,000	922,000	922,000
5. TOTAL REVENUES		6,200,145	6,380,144	6,963,530	7,128,431
B. EXPENDITURES					
1. Certificated Salaries					
Certificated Teachers' Salaries	1100	2,420,771	2,492,044	2,771,355	2,853,146
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	2,926,182	3,215,731	3,308,001
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	575,695	638,364	657,515
Other Non-certificated Salaries	2900	5,000	5,000	5,000	5,000
Total, Non-certificated Salaries		563,927	580,695	643,364	662,515
Description	Object Code	Totals for 2019-20	Totals for 2020-21	Totals for 2021-22	Totals for 2022-23
3. Employee Benefits					
STRS	3101-3102	478,789	538,418	582,047	598,748
PERS	3201-3202	111,212	130,683	157,037	167,009
OASDI / Medicare / Alternative	3301-3302	84,392	86,853	95,845	98,648
Health and Welfare Benefits	3401-3402	432,000	475,200	522,720	574,992
Unemployment Insurance	3501-3502	1,704	1,753	1,930	1,985
Workers' Compensation Insurance	3601-3602	42,952	44,187	48,625	50,028
OPEB, Allocated	3701-3702				
OPEB, Active Employees	3751-3752				
Other Employee Benefits	3901-3902				
Total, Employee Benefits		1,151,049	1,277,094	1,408,204	1,491,410
4. Books and Supplies					
Total, Books and Supplies		197,680	201,272	288,272	229,480
5. Services and Other Operating Expenditures					
Subagreements for Services	5100	72,665	66,210	66,210	66,210

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
Professional/Consulting Services and Operating Expend.	5800	459,941	422,983	465,253	445,128
Communications	5900	36,700	36,700	36,700	36,700
Total, Services and Other Operating Expenditures		1,235,914	1,201,501	1,243,771	1,223,646
6. Capital Outlay (Objects 6100-6170, 6200-6500 for mod. accrual basis)					
Land and Improvements of Land	6100-6170				
Buildings and Improvements of Buildings	6200				
Depreciation Expense (for full accrual only)	6900	190,000	190,000	190,000	190,000
Total, Capital Outlay		190,000	190,000	190,000	190,000
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		6,183,506	6,376,744	6,989,342	7,105,052
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPEND. BEFORE OTHER FINANCING SOURCES AND USES (A6-B8)		16,639	3,400	(25,812)	23,379
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)		16,639	3,400	(25,812)	23,379
F. FUND BALANCE, RESERVES					
1. Beginning Fund Balance					
a. As of July 1	9791	4,954,470	4,971,109	4,974,509	4,948,697
b. Adjustments to Beginning Balance	9793, 9795	0	0	0	0
c. Adjusted Beginning Balance		4,954,470	4,971,109	4,974,509	4,948,697
2. Ending Fund Balance, June 30 (E + F.1.c.)		4,971,109	4,974,509	4,948,697	4,972,076
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	9750				
d. Assigned					
Other Assignments	9780				
e. Unassigned/Unappropriated					
Reserve for Economic Uncertainties	9789				
Undesignated / Unappropriated Amount	9790	4,971,109	4,974,509	4,948,697	4,972,076

* PCS has secured a commitment of private philanthropic funds to cover one-time costs associated with implementation of a 6th grade, pending approval of this request for material revision.

Draft as of 4/12/2020

LCFF per student:		\$ 8,214		\$ 8,446		\$ 8,446						
For 21-22, estimate of \$8,214 per ADA	Year 1				Year 2				Year 3			
	26		44		26		44		26		44	
	Assumptions	1 class 26 students 95.5% ADA	Assumptions	2 classes 44 students 95.5% ADA	Assumptions	1 class 26 students 95.5% ADA	Assumptions	2 classes 44 students 95.5% ADA	Assumptions	1 class 26 students 95.5% ADA	Assumptions	2 classes 44 students 95.5% ADA
		22.92		42.02		22.92		42.02		22.92		42.02
		188,265		345,152		193,582		354,901		193,582		354,901
		\$1,000 per student		\$1,000 per student		\$1,000 per student		\$1,000 per student		\$1,000 per student		\$1,000 per student
		26,000		44,000		26,000		44,000		26,000		44,000
		214,265		389,152		219,582		398,901		219,582		398,901
EXPENSES:												
Certificated Teachers												
Average salary	71,382		71,382		74,238		74,238		77,207		77,207	
FTE	1.7	121,350	2.9	207,009	4% raise	126,204	4% raise	215,290	4% raise	131,252	4% raise	223,901
Retirement/Taxes	22%	26,697	22%	45,542	23%	29,027	23%	49,517	24%	31,501	24%	53,736
Insurance - Health, LTD, STD, etc.	20%	24,270	20%	41,402	21%	26,503	21%	45,211	22%	28,876	22%	49,258
Total		172,317		293,953		181,734		310,017		191,628		326,896
Classified Employee												
FTE	0.5	22,699	0.5	22,699	4% raise	23,607	4% raise	23,607	4% raise	24,551	4% raise	24,551
Retirement/Taxes	22%	4,994	22%	4,994	23%	5,430	23%	5,430	24%	5,892	24%	5,892
Insurance - Health, LTD, STD, etc.	20%	4,540	20%	4,540	21%	4,957	21%	4,957	22%	5,401	22%	5,401
Total		32,233		32,233		33,994		33,994		35,845		35,845
Supplies	\$325 per student	8,450	\$325 per student	14,300	\$335 per student	8,710	\$335 per student	14,740	\$345 per student	8,970	\$345 per student	15,180
Increase in COE Fee	1.00%	1,883	1.00%	3,452	1.00%	1,936	1.00%	3,549	1.00%	1,936	1.00%	3,549
Increase in Charter Impact fee	1.35%	2,542	1.35%	4,660	1.35%	2,613	1.35%	4,791	1.35%	2,613	1.35%	4,791
Total Annual Expenses		217,424		348,597		228,987		367,091		240,993		386,261
Income/(Loss)		(3,159)		40,556		(9,405)		31,810		(21,410)		12,640

Start-up Costs 2020-21

Student Assumptions			
Nber of students	26	Assumptions	44
Assumptions	24 students	Assumptions	40 students
95.5% ADA	22.92	95.5% ADA	42.02

One Time Student Related Expenses			
PE Space		24,000	24,000
	\$110 per student for 5 classes	14,300	24,200
Books	\$325 / Chromebook	8,450	14,300
Chromebooks	Carts - \$2,200	2,200	4,400
	Desks/Chairs - \$300	7,800	13,200
Furniture		880	1,760
Teacher Desk			
Total		57,630	81,860

Estimate, see below

Teacher hired during prior school Year (can be prorated)			
EXPENSES:			
Certificated Teachers:			
Average salary for 20-21	68,637	68,637	
FTE	1 FTE	2 FTE	137,274
Nber Months Employment	10	10	
Retirement/Taxes	22%	22%	30,200
Insurance - Health, LTD, STD, etc.	20%	20%	27,455
Total	97,465		194,929
Total 1-time Expenses	155,095		276,789

The space chosen to be modified to hold PE instruction at PCS is approx 1800 sq ft. The space can comfortably accommodate a 6th grade section of 20-25 students. The space would also be used by older PCS students during brain breaks and lunch breaks throughout the day. Therefore, the characteristics chosen for the space will be versatile, easy to maintain, and will not require re-conditioning on a yearly basis.

Analyzing the alternatives that could offer such characteristics, the school has met with several contractors who specialize in installing sports/play surfaces in order to understand the viability of using the area in question for this specific purpose, and to analyze the potential costs and investment required. During our conversations with different contractors, the school focused on 2 main options. Artificial grass and artificial Turf. Artificial grass is a less-expensive alternative to artificial turf, and is being used by public schools to construct areas designed for physical activity by students who will not be wearing cleats or participating in more rigorous activities like competitive football or soccer. Artificial grass has a life expectancy of ten to fifteen years in the application being considered at PCS, and will meet the environmental standards mandated by the City relating to permeability. Artificial Turf is a more expensive option, but would offer additional durability, a longer life-span and some added cushioning for more strenuous activities. Considering the type of activities to be performed by the 6th Graders in the course of our PE Curriculum, both the contractors we met with and the administration has concluded that Artificial Grass will be the most suitable option. Given the limited size of the space, PCS 6th Grade PE would not include extended sports but rather intensive in-place exercising.

The anticipated costs of such a project would include both the costs associated with the installation of the artificial grass, and the costs associated with preparing the sight for the installation. We were unable to find any one contractor that had the ability to complete the entire task based solely on how the sight is currently configured, and how it was originally prepped several years ago for the installation of paving stones. The costs vary with the amount of work to be divided between the two contractors, but the final analysis places the cost at approximately \$24,000. Attached are two bids by one of the contractors we met with. The difference between the two bids is based solely on the amount of prep work to be completed by that specific contractor. The difference between the bids and our final analysis is based on the costs associated with the prep work that will need to be completed by a secondary contractor.

Appendix O: PCS Board of Directors Committee Charters



Pacific Collegiate School

A Public Charter School
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Executive Committee Charter

Authority

1. The Committee is a committee of the Board established under the Bylaws.

Membership

1. Only Officers may serve on the Committee as described in the Bylaws, but any Board member may attend meetings. Pursuant to the Bylaws, the Committee will include the following Officers: President, the Vice President, the Secretary, and the Treasurer, so long as each is also a Director, and appointment is for a one-year term.
2. The President will serve as Chair of the Committee.

Operations

1. The Committee will meet with such frequency as it may determine. The Chair of the Committee will preside over Committee meetings. A majority of Committee members will constitute a quorum. Committee approvals will also require a vote of a majority of the entire membership of the Committee members and not just those present at a meeting.
2. The Committee will report its activities to the Board on a regular basis and will keep minutes of its meetings.
3. The Committee may invite any director, officer, employee, outside advisor, or other individual who is not a Committee member to attend Committee meetings or meet with Committee members, but such persons will not have

voting power and will not be held out as Committee members.

4. The Committee will review this charter periodically and recommend any proposed changes to the Board for review.
5. The Committee will comply in all respects with the requirements of the Brown Act and other applicable laws relating to Board committees.

Responsibilities

1. Act with full authority of the Board between Board meetings, subject to statutory and Board-imposed limitations on Committee action, including the PCS bylaws.
2. Monitor and conduct an annual review of the Head of School's performance and make recommendations to the Board regarding the Head of School's performance goals for the subsequent year.
3. Obtain and evaluate relevant compensation information and make a recommendation to the Board regarding the Head of School's compensation (including all benefits).
4. Provide a sounding board to the Head of School and serve as a source of ready advice on operating and personnel matters.
5. Review periodically and make recommendations to the Board regarding the size, structure, charters, processes and practices of the Board and Board committees.

Statutory limitations on committee authority: The Board may amend this charter at any time. Because of statutory limitations, however, the Board may not authorize the Committee, and the Committee may not: fill vacancies on the Board or on any committee with Board authority; designate or remove from office any directors, or lengthen the term of any director; fix compensation of the directors; amend, repeal, or adopt provisions of the bylaws or articles of incorporation; amend or repeal any Board resolution that is, by its own express terms, not so amendable or repealable; create Board committees or appoint members of Board committees; authorize indemnification for any agent of PCS; expend corporate funds to support a nominee for director after there are more people nominated for director than can be elected; authorize the merger of PCS, or the lease or transfer of substantially all of PCS's assets; authorize or revoke the decision to wind up and dissolve PCS; or approve a self-dealing transaction, except as provided in Section 5233(d)(3) of the California Nonprofit Public Benefit Corporation Law.

PCS Board Composition and Nomination Policy

1. Purpose

This Board Composition and Nomination Policy provides guidance about composition goals and processes for appointing new directors to the PCS Board on an annual basis. Nothing in this Policy shall condition or limit the ability of the Board to appoint new directors at any time pursuant to the PCS bylaws. All Board members are expected to demonstrate a commitment to the mission and vision of the school, including as related to diversity, equity and inclusion goals, as reflected in the PCS Charter.

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2. Composition

2.1 Dedication to the PCS mission and vision

Candidates for the Board should be dedicated to providing equitable access to exemplary, standards-based education to students across Santa Cruz County. Current involvement with PCS is encouraged, but not a prerequisite for consideration.

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2.2 Diversity

The PCS Board aspires to reflect the diversity of Santa Cruz County in multiple respects, including demography, socioeconomic status, race, ethnicity, culture, religion, gender identity, sexual orientation, and ability.

2.3 Skills & Expertise

Each year, the Board considers the skill sets and expertise needed to support the school at the Board level. Examples of such functional expertise could include law, finance, technology, community outreach, and communications. We look for individuals with commitment to diversity, equity and inclusion, proven leadership, management ability, and community presence.

2.4 Admissions Preferences

Given the significant time commitment required for the role and prominent role board members must assume in the PCS community, Directors receive a lottery admissions preference as outlined in the PCS Charter.

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3. Nomination Process

3.1 Formation of the Committee

At the beginning of each year's nominations cycle, or as needed to fill vacancies as they arise, the Board will form an Ad Hoc Advisory Committee on nominations (the "Committee"). The Committee will operate as follows:

- **Membership.** The Committee will consist only of Directors and function as an Ad Hoc Advisory group to the Board. The Vice President will serve as chair of the Committee. The President, in consultation with the Vice President, will appoint other Directors to serve on the Committee, provided that the Committee will have fewer members than would constitute a quorum of the Board. The President, also in consultation with the Vice President, may fill vacancies on the Committee and may remove a member from the Committee at any time, with or without cause.
- **Meetings.** The Committee will meet with such frequency as it may determine. The chair of the Committee will preside over meetings. A majority of Committee members will constitute a quorum. Committee recommendations will require a vote of a majority of the Committee members present at a meeting at which a quorum is present.
- **Reporting.** The Committee will report its activities to the Board.



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PCS FINAL 3/4/20

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(831) 427-5254 (fax)

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Finance Committee Charter

Authority

1. The Committee is a Standing Advisory Committee as established by the Board.

Membership

1. Directors and non-directors may serve on the Committee. The Committee shall at all times include the Treasurer, so long as such person is also a director. The Board may appoint other members of the Committee, each to serve for two-year terms. Appointment to the Committee requires a majority vote of the directors then in office.
2. The Board may fill vacancies on the Committee. The Board may remove a Committee member from the Committee at any time, with or without cause.
3. The Treasurer will serve as Chair of the committee, so long as such person is also a director.

Operations

1. The Committee will meet with such frequency as it may determine, but not less than quarterly. The Chair of the Committee will preside over Committee meetings. A majority of Committee members will constitute a quorum. Committee approvals will require a vote of a majority of the Committee members present at a meeting at which a quorum is present. However, the Committee is not authorized to take action on behalf of the Board and must bring all financial items for approval to the Board.

2. The Committee will report its activities to the Board on a regular basis and will keep minutes of its meetings.
3. The Committee may invite any director, officer, employee, outside advisor, or other individual who is not a Committee member to attend Committee meetings or meet with Committee members, but such persons will not have voting power and will not be held out as Committee members.
4. The Committee will review this charter periodically and recommend any proposed changes to the Board for review.
5. The Committee will comply in all respects with the requirements of the Brown Act and other applicable laws relating to Board committees, including the advance posting of agendas, and the record and retention of meeting minutes.
6. The Committee will post agendas and minutes consistent with the Brown Act for transparency purposes.

Responsibilities

1. Review and make recommendations to the Board regarding PCS's annual budget, including the process used in developing the budget.
2. Review regularly the financial performance of PCS against budget, PCS's liquidity position and its compliance with any applicable financial covenants.
3. Lead Board review of PCS's strategy for long-term financial sustainability.

Statutory limitations on committee authority: The Board may amend this charter at any time. Because of statutory limitations, however, the Board may not authorize the Committee, and the Committee may not: fill vacancies on the Board or on any committee with Board authority; designate or remove from office any directors, or lengthen the term of any director; fix compensation of the directors; amend, repeal, or adopt provisions of the bylaws or articles of incorporation; amend or repeal any Board resolution that is, by its own express terms, not so amendable or repealable; create Board committees or appoint members of Board committees; authorize indemnification for any agent of PCS; expend corporate funds to support a nominee for director after there are more people nominated for director than can be elected; authorize the merger of PCS, or the lease or transfer of substantially all of PCS's assets; authorize or revoke the decision to wind up and dissolve PCS; or approve a self-dealing transaction, except as provided in Section 5233(d)(3) of the California Nonprofit Public Benefit Corporation Law.

Appendix P: PCS Employee Retirement Systems

PCS Employee Position	Retirement System
Administrative Assistant	PERS
Athletic Director	PERS
College Counselor	PERS
Custodian 1	PERS
Development Coordinator	PERS
Development Director	PERS
Receptionist/Attendance Specialist	PERS
Registrar	PERS
Senior Accounting and Budgeting Analyst	PERS
Senior Business Administrator	PERS
Study Hall Monitor/Community Service Coordinator	PERS
Academic Support Specialist	STRS
Education Technology Specialist	STRS
ELD Coordinator/EL Instructional Assistant	STRS
English Teacher (7)	STRS
Faculty Dean	STRS
Head of School	STRS
History Teacher (6)	STRS
Math Teacher (7)	STRS
Science Teacher (6)	STRS
Special Education Director/School Psychologist	STRS
Special Education Teacher	STRS
Speech Therapist	STRS
Study Skills & Technology Teacher	STRS
VAPA Teacher (7)	STRS
Vice Principal/Dean of Students	STRS
World Languages Teacher (6)	STRS
Food Service Coordinator	N/A

Appendix Q: Job Description for 6th Grade Teacher

Job Title: 6th Grade Teacher

Department:	Pacific Collegiate School (PCS) Management	Reports to:	Head of School
Approved by: (sign & date)		Work Year:	190 day per year work calendar
		FLSA:	Exempt

General Summary

The 6th Grade Teacher will report to the Head of School, and be primarily responsible for the development and delivery of the instructional program for a self-contained class of 22-26 students.

Responsibilities and Essential Job Accountabilities:

Under the direction of the Head of School, the 6th grade teacher is responsible for developing curriculum and assessments for the 6th grade program, and providing instruction to develop students' skills and proficiency in academic standards.

Education

- Bachelor's Degree
- Valid Multiple Subject California Teaching Credential
- Meet all state and federal guidelines /requirements

Work Experience

- Past experience teaching at upper elementary level and/or working with young adolescents.

Knowledge and Skills

- Ability to speak, read, and write in English fluently in a professional setting. Bilingual/multilingual skills preferred.
- Ability to establish and maintain effective relationships with students, peers, parents; and administration. Demonstrate effective verbal and written communication skills, and ability to effectively collaborate with a variety of colleagues.
- Ability to apply knowledge of current research and theory to instructional program; ability to plan and implement innovative lessons based on CCSS, departmental and school objectives and the individual needs and abilities of students. Experience using culturally relevant pedagogy to engage diverse learners.
- Ability to effectively teach reading, writing, and literacy skills to a wide variety of students. Expertise in differentiating English Language Arts instruction to the unique needs of students of varying initial skill levels.
- Familiarity with world geography and history of human civilizations. Experience integrating ELA and history instruction preferred.

**This job description reflects essential functions of this position. It does not restrict management's right to reassign duties and responsibilities to this job at any time.*

- Ability to work with fundamental mathematical concepts such as mean, mode and median, simple plane geometry e.g. area, perimeter, shapes. Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.
- Familiarity with Earth Science and teaching scientific methodology to students using NGSS phenomena-based inquiry learning methods. Experience integrating math and science instruction preferred.
- Ability to effectively support English Learners, and to provide integrated English Language Development in various content areas.
- Familiarity with basic computer operation and software including the sending and receiving of e-mail. Ability to learn various computer operations required for the management of student information and integration of technology in classroom instruction.
- Ability to establish positive rapport, with students, engage students in a variety of learning activities, and effectively manage student behavior.

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

With or without the use of aids:

1. Sufficient vision to read print.
2. Sufficient distance vision, peripheral vision, and the ability to focus.
3. Sufficient depth perception.
4. Sufficient color acuity.
5. Sufficient hearing to hear verbal directions.
6. Sufficient hearing to hear normal conversation in person and on the telephone.
7. Ability to speak in a voice that can be clearly heard and understood on the telephone and in face-to-face conversations and in classroom settings.
8. Ability to reach horizontally and vertically with arms.
9. Sufficient dexterity to manipulate small objects and print or write legibly.
10. Sufficient physical ability, strength, mobility, stamina to climb, bend, stretch, stand, kneel, walk, stoop, extend legs, and stamina to lift, carry, push or pull objects, which weigh 20 pounds.

Work Environment

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. The noise level in the work environment is usually moderate.

**This job description reflects essential functions of this position. It does not restrict management's right to reassign duties and responsibilities to this job at any time.*



DR. FARIS SABBABH
SUPERINTENDENT OF SCHOOLS

Staff Report: Pacific Collegiate School Material Revision June 18, 2020

Staff Report Prepared by COE Review Team:

Dr. Faris Sabbah, Superintendent
Debi Bodenheimer, Associate Superintendent, Ed Services
Mary Hart, Deputy Superintendent, Business Services Division (retired)
Rebecca Olker, Interim Deputy Superintendent, Business Services Division
Troy Cope, Senior Director, Human Resources Department
Kevin Drinkard, Coordinator, Curriculum & Instruction Department
Sofia Sorensen, Coordinator, Curriculum & Instruction Department
Jennifer McRae, Coordinator, Curriculum & Instruction Department
Jessica Little, Senior Director, North Santa Cruz County SELPA

EXECUTIVE SUMMARY

This report was written in response to a request for a material revision to the charter of Pacific Collegiate School, first authorized by the Santa Cruz County Board of Education in 1999. Pacific Collegiate School is proposing the addition of a 6th grade level to their school, currently structured for students in grades 7-12, starting in 2021-2022. The review process centers around three critical components of the California Education Code:

1. The proposed changes are educationally sound [EC 47605(b)(1)].
2. The proposed changes are demonstrably likely to be successfully implemented [EC 47605(b)(2)].
3. The description of the changes is reasonably comprehensive [EC 47605(b)(5)].

REVIEW PROCESS

The first request for material revision of the Pacific Collegiate School (PCS) was received by the Santa Cruz County Office of Education (Santa Cruz COE) on November 7, 2019, along with their Charter Renewal request. These requests were reviewed separately. A public hearing was held at the regular meeting of the Santa Cruz COE's board on November 21, 2019, wherein the Board considered the level of support for the material revision by parents, teachers, other employees, and community members. A decision was made at the Santa Cruz COE board meeting on December 17, 2019. At that time, the Board denied the material revision based on the recommendation of staff and on responses to trustee questions. Pacific Collegiate School resubmitted their request at a board meeting on April 16, 2020. The material revision had been updated, and contained changes made based on the previous staff report. A public hearing was held on May 21, 2020, wherein the Board again considered the level of support for the material revision by parents, teachers, other employees and community members.

According to Education Code 47607, a charter school is required to submit a material revision to its charter when seeking to make substantial changes to the program that was originally described in its charter petition. Any material revision to the provisions of a charter petition may be made only with the approval of the authority that granted the charter. Material revisions of charters are governed by the standards and criteria in Section 47605, 47605.5, and 47606. In other words, the bases for a denial of a material revision are the same as those listed for general petition reviews. A charter authorizer may only deny a charter school material revision if it sets forth specific facts to support one, or more, of the following findings:

1. The charter school presents an unsound educational program for the pupils to be enrolled in the charter school, as set forth in its charter, as amended by the material revision.
2. The charter school is demonstrably unlikely to successfully implement the program set forth in the charter, as amended by the material revision.
3. The charter, as amended by the material revision, does not contain an affirmation of each of the required conditions.

4. The charter, as amended by the material revision, does not contain reasonably comprehensive or detailed descriptions of the fifteen elements required by the Education Code.
5. The charter, as amended by the material revision, does not include a declaration whether or not the Charter School shall be deemed the exclusive public school employer of the employees of the charter school.

Additional Requirements: The material revision request should also discuss any impact on the authorizer, including the facilities to be utilized by the charter school, the manner in which administrative services will be provided, and potential civil liabilities for the authorizer. The revision should also include proposed start-up costs and a three year projected operational budget.

The Review Team focused on attempting to verify if the Material Revision complied with three critical components of the Education Code:

1. The proposed changes were educationally sound (Ed. Code, § 47605, (b)(1).)
2. The proposed changes are demonstrably likely to be successfully implemented (Ed. Code, § 47605, (b)(2).)
3. The description of the changes is reasonably comprehensive (Ed. Code, § 47605, (b)(5).)

The following Findings of Fact have been grouped for convenience under the aforementioned grounds for approval of the material revision. While the Review Team has both concerns and recommendations for PCS, which are listed at the end of the report, the team members believe that the newly submitted material revision request, along with the cover letter detailing changes, meets all of the criteria listed above. We, therefore, recommend approval of the material revision for Pacific Collegiate School to add a 6th grade. Pacific Collegiate School took into consideration the concerns outlined by the staff report in December and adjusted their proposal. This excerpt from their cover letter explains how the school addressed the concerns from December: *"We have taken seriously the concerns outlined in your Staff Report (dated 11 December 2019), as well as the requirements in California Education Code Section 47605(b) (which is re-lettered to Education Code Section 47605(c) as of July 1, 2020), and have addressed each of them in the attached revised Request for Material Revision... The revised petition contains far more detail on the Educational Program (Element A) relative to the 6th grade program, and the Student Population Balance (Element G). On the former, we have included a reasonably comprehensive description of our educational program and how this extends specifically to the proposed 6th grade. For example, we have included new details related to the number of students, timeline, budget, plans for instructional design, and support for English learners and students with disabilities."*

NOTE OF CONCERN:

The Review Team feels very strongly that considerations should be made due to the fact that this material revision is being submitted in a time and environment of such uncertainty that its implementation will likely be impacted by the health restrictions and the financial crisis

currently taking place as a result of the COVID-19 Pandemic. In these uncertain times with COVID-19 restrictions and almost certain budget reductions for educational institutions, we feel that PCS should reconsider the timing of this material revision to add a 6th grade to the school at this time. While we do feel that the revision meets the current components of the law, we recognize that the current landscape is fluid, likely altering the design, structure, and implementation of school systems. Although the proposed 6th grade is not due to start until the 21-22 school year, much of the planning and preparation will happen in the next school year of 20-21, along with budget implications for hiring the new teachers, implementing professional development, and evaluating and updating facilities as needed. Although the current finances of PCS are currently determined to be sufficient to add a 6th grade program, due to the economic impact of COVID-19, expansion of programs is ill-advised. During the months that districts and charter schools are responding to the COVID-19 pandemic, most schools are being negatively impacted. Districts are not currently expanding programming that would require financial resources such as adding a new grade level.

REPORT INFORMATION: The following information in the report details how PCS has complied with the three critical components of the Education Code. Items in italics are direct quotes from either the material revision request or the cover letter provided by PCS in April.

MATERIAL REVISION DETAILS

Pacific Collegiate Charter School is proposing to add a 6th grade to their school, which is currently structured for students in grades 7-12. This 6th grade program is described starting on page 246 in their material revision application, and also in their 2020-2025 Diversity Plan. The justification for adding a 6th grade includes the following, the main point being that adding a 6th grade to PCS will help to increase the school's diversity:

1. From the Cover Letter: *"Most Santa Cruz public elementary schools only serve students through the 5th grade. Therefore, adding a 6th grade would bring the PCS grade configuration in line with our surrounding districts, and thereby eliminate the extra school transition (for 6th grade) required for students who wish to matriculate to PCS in the 7th grade. As we detail below and in Element G of the attached Request for Material Revision, the body of scholarly research in the education field clearly indicates that removing this additional school transition will be especially impactful in attracting families from historically under-represented backgrounds to apply to PCS. As such, bringing the PCS grade configuration in line with that of our surrounding districts will enable PCS to make important progress on our key goal of bringing the racial and ethnic balance of our student population in line with our surrounding districts."*
2. From the Cover Letter: *"... the revised petition includes an in depth review of the body of education research on factors that promote school integration. This analysis makes clear that integration within a school requires examining not just school enrollment, instructional practices, and school culture and retention, which are all addressed in our recently approved Diversity Plan (Appendix K), but also effectively addressing debilitating effects of non-standard grade configurations (Element G). We seek to eliminate our non-standard grade configuration by adding a 6th grade. Importantly, we have*

extensively researched the factors that explain why parents, especially those from underrepresented backgrounds, are attracted to specific schools, and how to help all students thrive once they enroll. Central to our findings is that multiple school transitions (due to non-standard grade configurations) are a significant barrier to achieving racial and ethnic balance because they: (1) deter parents from enrolling their students, especially those from communities of color; and (2) reduce student achievement, especially for African-American and Hispanic/Latinx students, and those from lower socio-economic backgrounds. In the attached, Element G: Student Population Balance, details the most important studies that explain these phenomena, including footnotes to the original sources for your further investigation.”

3. From the Material Revision Request: Page 14: *“Rationale for Material Revision: When Pacific Collegiate School was established in 1999, most elementary schools in Santa Cruz County served pupils in Kindergarten through 6th grades. As such, the original PCS program, established in 1999, served pupils in the 7th through 12th grades - welcoming students as they graduated from their elementary schools. In 2003, the majority of Santa Cruz County districts realigned their schools, having elementary schools serve pupils in Kindergarten through 5th grade. Unfortunately, because of the terms of the PCS charter at the time, that change did not apply to the Charter School. As a result, since that time the majority of students who wished to attend PCS left their elementary school after 5th grade, attended 6th grade at a new middle school, and then switched schools a second time, to attend PCS in the 7th grade. We refer to this cumbersome transition as the “double jump.” The core of our request for a material modification is to eliminate the “double jump,” which would bring the PCS program in line with those of our surrounding districts and ease this transition for all families. As is described in Element G, below, removing the “double jump” will be especially impactful in attracting families from historically under-represented backgrounds. It is well documented in the body of educational research that requiring multiple school transitions is a major factor deterring these groups from applying to PCS. As such, by bringing the PCS program in line with that of its surrounding districts, adding a 6th grade to PCS will enable the Charter School to make important progress on our key goal of achieving racial and ethnic balance at PCS. On the basis of the research presented in Element G below, PCS is requesting a material revision to its charter, allowing the Charter to add a 6th grade with up to 44 students starting with the 2021-2022 school year.”*

REPORT FINDINGS:

Component 1: The proposed material revision presents a **sound educational program** for the pupils to be enrolled in the 6th grade at Pacific Collegiate Charter School. (Ed. Code, § 47605, subd. (b)(1).)

Pacific Collegiate School has a history of strong academic success throughout its twenty+ years in existence. They have been ranked as a top 10 public school nationally as well as in California. They have shown that they can run a strong academic and supportive program for students, as evidenced by their high test scores and college acceptance rates. They have built in a strong counseling and academic support system for their students, and their small class sizes allow for personalization of learning. Answers to some of the questions that were raised previously, about specific aspects of their academic program, are explained below.

Educational Program: Support for English Learners and Students with Disabilities: Initially, in the first material revision request, there were concerns mentioned about a lack of support for English Learners and Students with Disabilities. The current material revision outlines plans for support for English Learners and Students with Disabilities. As outlined in the cover letter, *“Educational Program: Support for English Learners and Students with Disabilities...The interventions and support systems that we currently have in place for 7th-12th grades that will also be available for 6th grade students include: Elements A-C for 7th-12th graders, will be put into place to ensure that sixth grade students are successfully progressing...One of the goals for adding a 6th grade program is to increase student diversity, which could lead to an increased need for services for EL and/or Special Education students.*

- *ELPAC testing to identify language status and needs;*
- *Designated and integrated ELD instruction for EL language and academic support;*
- *Paraphrasing, accommodated assignments, and supplemental resources as needed;*
- *Access to the menu of services listed for any struggling student*
- *CLAD certified (or the CTC equivalent) and SDAIE trained faculty have the capacity and resources to accommodate individual needs*
- *BCLAD certified EL Instructional Assistant to directly support students and advise teachers regarding appropriate instructional strategies, materials, and supports to meet the needs of English Learners and those students recently reclassified as Fluent English Proficient*
- *We recognize that support for ELs and Special Education students requires both targeted intervention in addition to integrated supports for all teachers supporting these students. To that end, in addition to intervention support, we have also included the following additional supports:*
- *Hiring of an English Language Development Teacher to provide Designated ELD instruction in addition to an EL Coordinator/EL Instructional Assistant who currently supports academic and language development needs of EL students. This teacher will provide designated ELD instruction, consultation with 6th grade teachers on integrated ELD across the 6th grade curriculum, and coordination with EL Coordinator/EL Instructional Assistant to provide targeted support to English Learners.*

- Professional development for teachers as outlined in the Diversity Plan
- Basecamp-type experience for 6th graders that will include student cohorts, particularly considering EL needs

With respect to students with disabilities, PCS will provide all legally required supports for students with disabilities according to their Individualized Education Plans (Element A) with adequate funds available in our current Special Education budget for the external support providers required to support student IEP goals. PCS is committed to providing additional support as needed.”

Educational Program: Student Population: The County Office team identified a need for more details regarding the population and numbers for 6th grade than were provided in the first material revision request. These details were provided in the cover letter. *“(1) A “section” at PCS contains approximately 22-26 students, with 4 sections per grade level. We will limit the 6th grade to a maximum of 44 students to ensure we are in compliance with our current facility’s maximum occupancy. (2) If this request for material revision is approved and PCS implements our 6th grade program with two sections (up to 44 students), we will employ 2 full time teachers for the 6th grade. These teachers will be assigned approximately 6-9 months in advance of implementation, in order to develop curriculum and assessments. In addition, we will assign part-time teachers for Health/Wellness and Visual Arts instruction. (3) Since adding up to 44 students will still keep PCS below the capacity of our current facility, we do not anticipate facility needs beyond those that can be accommodated at our current site. (4) The proposed plan has shifted from a pilot, evaluation, and potential expansion to adding a 6th grade of up to 44 students. (5) We will evaluate the success of the 6th grade program in various ways (outlined in Element C), as well as how the student population balance of the 6th grade class compares with that of historical 7th grade classes; and how earlier admission impacts PCS’ ability to address equity gaps in student achievement over time.”* Additional questions were answered in a memo to the COE from PCS on June 4th: *“PCS does not anticipate a shortage of applicants for the proposed 6th grade. Our annual waitlist attests to strong interest in the Santa Cruz community for a PCS education, and we anticipate this will be even more true when families are offered the opportunity to apply for and enroll at PCS without the hindrance of the “double jump.” That said, in the unexpected event that PCS does not receive enough applicants to fill two sections of a 6th grade program, the program would be implemented with a single section. The same proposed schedule would be offered, with core academics taught within the context of a single self-contained classroom with one Multiple Subject certificated teacher, with Physical Education and Visual Arts courses led by part-time teachers certificated in those areas...PCS intends to hire a part-time (.2 FTE) Physical Education teacher to support the proposed 6th grade program. PE will be offered to 6th grade students whether the 6th grade program is initially implemented with 1 of 2 sections.”*

Educational Program: Framework for Instructional Design and Attendance: Additional and sufficient information was provided about the plans for the 6th grade program, as detailed below. *“(1) Because we see the 6th grade as a way to prepare younger students for the rigors of the PCS academic experience, the 6th grade will maintain a similar bell schedule as the rest of the PCS middle school students (7th and 8th). The proposed bell and class schedule for 6th grade*

is included in Appendix L. (2) PCS Instructional minutes, including those for the 6th grade are included in Appendix D. (3) We anticipate the 6th grade program will operate as two classrooms, with two teachers who may share teaching responsibilities (e.g. one teacher instructing in Humanities Core and the other in STEM Core), as illustrated by the proposed schedule (Appendix L). In addition, 6th grade teachers will collaborate with PCS colleagues to ensure vertical alignment, with particular collaborative focus on the development and teaching of World Explorers, which will be co-developed by 6th grade teachers and 7th-12th grade teachers from World Language and Visual and Performing Arts Departments. One of the hallmarks of PCS's successful academic program is teacher-designed curricula with culturally relevant and engaging pedagogy along with rigorous standards at the heart of it. We intend to continue that tradition with the development of our 6th grade program. We have included detailed information about the Elements A-C framework for 6th grade curricula in Element A. A detailed timeline for planning and curriculum development is included in Appendix L. This approach ensures that the 6th grade program will be academically sound, yet is consistent with PCS's approach to curriculum development writ large. (4) In keeping with PCS long-standing history of academic excellence and teacher-developed curricula, local formative and summative assessments will be developed by 6th grade teachers, in collaboration with PCS' Instructional Leadership Team and administration. Please see Element A for more details about this. PCS will continue to engage students in appropriate state and national assessments to measure student achievement. The proposed 6th grade will be included in this assessment practice, as outlined in Element B. (3) In order to mirror the PCS experience on a smaller scale, a team structure will be used wherein students will move between two classrooms (see proposed schedule in Appendix L). (4) As previously described, PCS has a long history of empowering our skilled educators with curriculum development and the recommendation of appropriate instructional materials for approval. This process will continue, with 6th grade teacher(s) charged with taking a primary role in identifying and recommending texts to support student learning goals and outcomes (see Elements A, B, and C for details)."

Component 2: The Petitioner is demonstrably likely to successfully implement the program set forth in the Petition. (Ed. Code, § 47605, subd. (b)(2).)

Finances: COE Business Division staff analyzed the budget projections from PCS and posed follow up questions that were answered by PCS. In the COE analysis, it was noted that PCS has healthy reserves and cash balances in all years projected, and that there is a one time \$100,000 commitment from a donor to support the 6th grade implementation. The COE received information from the PCS board president regarding a Paycheck Protection Program (PPP) loan through the Small Business Administration (SBA) that PCS has received. The amount of the loan is approximately \$530,000 and is intended to be used to cover payroll. As long as the charter school complies with the regulations surrounding the loan, this debt will be forgiven. The State budget is expected to be finalized by the end of June and more information regarding additional federal funding may become available over the summer. As a charter school, PCS does not have the one-year declining enrollment protection that school districts have and so will realize lower revenue through the Local Control Funding Formula (LCFF) should Average Daily Attendance (ADA) decline. It is likely that some PCS families have been financially impacted by COVID-19 and that may also impact the successful fundraising efforts that PCS has

had over the years. Though not meeting the legal threshold of being demonstrably unlikely to be implemented successfully, there is a strong concern from the Review Committee that adding a 6th grade program during the COVID-19 pandemic may not be sustainable by the school for the following reasons:

- One time donation for a 6th grade program cannot cover ongoing costs.
- The school relies heavily on donations, which are not a reliable source of income and could certainly change due to the current economic situation.
- The financial future for schools and districts remains uncertain at this time, with very probable and significant budget cuts looming in the future.

Instruction: The team requested that Pacific Collegiate respond with more details about their proposed 6th grade program, including a more detailed timeline and schedule, so that we could determine if they were likely to be able to successfully implement the program. Sufficient details were included as shown below.

PCS TIMELINE FOR PLANNING AND PREPARATION OF SIXTH-GRADE PROGRAM

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.

18 months prior

- *Identify any facilities enhancements needed to support sixth-grade*
- *Begin facilities upgrade projects (e.g. improvement to outdoor play space)*
- *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*
- *Write job description for sixth-grade teacher/team*

12 months prior

- *Begin recruitment and hiring process for sixth-grade teacher/team*
- *Select textbooks and instructional materials to support proposed sixth-grade curriculum*
- *Outreach and preparation for annual lottery, including applications for 6th grade program*

6-9 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 and curriculum development by sixth-grade teacher/team with*

*support from colleagues/Department Chairs (ELA/ELD, Math, Science, History, World Language,
Visual and Performing Arts)*

3-6 months prior

- *Annual lottery and PCS enrollment, including for 6th grade program*
- *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/if/when there is a full sixth-grade*
- *Order texts, instructional materials, and supplies*

1-3 month prior

- *Finish instructional planning days for sixth-grade teacher/team*
- *Sixth-grade Parent Orientation and Welcome*
- *Sixth-grade Base Camp*

Based on the feedback shared with PCS in December, that the timeline was too broad and not detailed enough, the school responded with the above detailed timeline (pages 248-249) and proposed schedules (pages 247-248) for the students, along with a 6th grade teacher job description that was approved by our human resources staff.

PACIFIC COLLEGIATE SCHOOL
PROPOSED SCHEDULE FOR SIXTH-GRADE PROGRAM

Class #1

Monday	Tuesday	Wednesday	Thursday	Friday
Period 1 & 2 8:15-10:17 Humanities Core ELA/ELD/History	Period 1 8:15-10:00 Humanities Core ELA/ELD/History	Period 2 8:15-10:00 Humanities Core ELA/ELD/History	Period 1 8:15-10:00 Humanities Core ELA/ELD/History	Collaboration Late Start
BREAK 10:17-10:27	BREAK 10:00-10:10	BREAK 10:00-10:10	BREAK 10:00-10:10	Period 2 9:00-10:45 Humanities Core ELA/ELD/History
Period 3 & 4 10:32-12:31 STEM Core Math/Science	10:15-10:55 Foundations/AVID	10:15-10:55 Foundations/AVID	10:15-10:55 Foundations/AVID	BREAK 10:45-10:55
	Period 3 11:00-12:45 STEM Core Math/Science	Period 4 11:00-12:45 STEM Core Math/Science	Period 3 11:00-12:45 STEM Core Math/Science	Period 4 11:00-12:45 STEM Core Math/Science
LUNCH 12:31-1:11	LUNCH 12:45-1:25			
Period 5A 1:16-2:13 Visual Arts	Period 5A 1:30-2:20 Visual Arts	Period 6B 1:30-3:15 World Explorers (Language/Art/Music/Culture)	Period 5A 1:30-2:20 Visual Arts	Period 6B 1:30-3:15 World Explorers (Language/Art/Music/Culture)
Period 6A 2:18-3:15 Wellness (Health/Physical Education)	Period 6A 2:25-3:15 Wellness (Health/Physical Education)		Period 6A 2:25-3:15 Wellness (Health/Physical Education)	

Class #2

Monday	Tuesday	Wednesday	Thursday	Friday
Period 1 & 2 8:15-10:17 STEM Core Math/Science	Period 1 8:15-10:00 STEM Core Math/Science	Period 2 8:15-10:00 STEM Core Math/Science	Period 1 8:15-10:00 STEM Core Math/Science	Collaboration Late Start
BREAK 10:17-10:27	BREAK 10:00-10:10	BREAK 10:00-10:10	BREAK 10:00-10:10	Period 2 9:00-10:45 STEM Core Math/Science
Period 3 & 4 10:32-12:31 Humanities Core ELA/ELD/History	10:15-10:55 Foundations/AVID	10:15-10:55 Foundations/AVID	10:15-10:55 Foundations/AVID	BREAK 10:45-10:55
	Period 3 11:00-12:45 Humanities Core ELA/ELD/History	Period 4 11:00-12:45 Humanities Core ELA/ELD/History	Period 3 11:00-12:45 Humanities Core ELA/ELD/History	Period 4 11:00-12:45 Humanities Core ELA/ELD/History
LUNCH 12:31-1:11	LUNCH 12:45-1:25			

Period 5A 1:16-2:13 Wellness (Health/Physical Education)	Period 5B 1:30-3:15 World Explorers (Language/Art/Music/Culture)	Period 5A 1:30-2:20 Wellness (Health/Physical Education)	Period 5B 1:30-3:15 World Explorers (Language/Art/Music/Culture)	Period 5A 1:30-2:20 Wellness (Health/Physical Education)
Period 6A 2:18-3:15 Visual Arts		Period 6A 2:25-3:15 Visual Arts		Period 6A 2:25-3:15 Visual Arts

Component 3: The Petition **does contain** reasonably comprehensive descriptions of the fifteen required elements set forth in Section 47605(b)(5).

Educational Program: The material revision offered more details about the proposed curriculum for the 6th grade pilot. The cover letter notes how PCS addressed the questions that the COE posed to them in December. *Because we see the 6th grade as a way to prepare younger students for the rigors of the PCS academic experience, the 6th grade will maintain a similar bell schedule as the rest of the PCS middle school students (7th and 8th). The proposed bell and class schedule for 6th grade is included in Appendix L. We anticipate the 6th grade program will operate as two classrooms, with two teachers who may share teaching responsibilities (e.g. one teacher instructing in Humanities Core and the other in STEM Core), as illustrated by the proposed schedule (Appendix L). In addition, 6th grade teachers will collaborate with PCS colleagues to ensure vertical alignment, with particular collaborative focus on the development and teaching of World Explorers, which will be co-developed by 6th grade teachers and 7th-12th grade teachers from World Language and Visual and Performing Arts Departments. One of the hallmarks of PCS's successful academic program is teacher-designed curricula with culturally relevant and engaging pedagogy along with rigorous standards at the heart of it. We intend to continue that tradition with the development of our 6th grade program. We have included detailed information about the Elements A-C framework for 6th grade curricula in Element A. A detailed timeline for planning and curriculum development is included in Appendix L. This approach ensures that the 6th grade program will be academically sound, yet is consistent with PCS's approach to curriculum development writ large. In keeping with PCS long-standing history of academic excellence and teacher-developed curricula, local formative and summative assessments will be developed by 6th grade teachers, in collaboration with PCS' Instructional Leadership Team and administration. Please see Element A for more details about this. PCS will continue to engage students in appropriate state and national assessments to measure student achievement. The proposed 6th grade will be included in this assessment practice, as outlined in Element B. In order to mirror the PCS experience on a smaller scale, a team structure will be used wherein students will move between two classrooms (see proposed schedule in Appendix L). As previously described, PCS has a long history of empowering our skilled educators with curriculum development and the recommendation of appropriate instructional materials for approval. This process will continue, with 6th grade teacher(s) charged with taking a primary role in identifying and recommending texts to support student learning goals and outcomes (see Elements A, B, and C for details).*

Racial and Ethnic Balance: According to the petitioner, a main objective of adding a 6th grade for PCS is to improve the racial and ethnic balance of the school.

Throughout its 20+ year history, PCS has not had success in achieving a diverse population. They have just recently begun to make some small strides, based on the projected 7th grade class for 20-21, their diversity plan, their lottery refinements and potentially with their plans for the 6th grade program. While the school is consistently making attempts to achieve a more diverse student population, these efforts have not been successful. On page 73 of their charter renewal petition from fall, 2019, they state, “...*past measures have **not** resulted in PCS enrollment reflecting the diversity of the surrounding Santa Cruz community...*”. This created a paradox for the Review Team, should PCS be required to improve its racial and ethnic balance prior to adding the 6th grade when the petitioners are arguing that adding the 6th grade would lead to the needed increase of diversity?

PCS provided research and evidence to support their contention that adding a 6th grade would encourage a more diverse group of students to apply to the school. Additionally, PCS has shown, by their outreach efforts, that they have increased their diversity for the upcoming 7th grade class of 2020. Final ethnicity data for current 7th grade (and FTC/FRPM subpopulations) will be available once enrollment concludes on or before August 11, 2020. However, preliminary analysis indicates the following demographic data for the incoming 7th grade class:

- 20% Hispanic/Latino • 11% Asian • 1% Black • 53% White • 15% Two or more races. This is an increase in diversity for PCS.

PCS has shown a commitment to increasing its diversity through the creation of their 5 Year Diversity Plan, their position of Outreach Coordinator, and their desire to avoid the double jump that starting in 7th grade causes for students. They have investigated resources to back up the double jump impacts as listed below.

As outlined in Element G (and documented in footnotes on pages 95-98), a review of relevant literature reveals a number of scholarly sources pointing to the challenges of multiple school transitions that we refer to as the “double jump”, and the benefits to minimizing the negative impact of those transitions for traditionally underrepresented students in particular. Sources cited include:

- *Angrist, J. D., et al. “Student Achievement in Massachusetts’ Charter Schools”. Center for Education Policy Research at Harvard University. Cambridge, MA: 2011.*
- *Cremata, E., et al. National Charter School Study, 2013. Center for Research on Education Outcomes. Stanford University. 2013.*
- *Eccles, Jacquelynne, Midgley, C., & Adler, T.. (1984). “Grade-Related Changes in The School Environment: Effects on Achievement Motivation.” JAI Press, pp. 282-331.*
- *Gleason, P., et al. The Evaluation of Charter School Impacts, Final Report. United States Department of Education, Institute of Education Services. June, 2010. <http://ies.ed.gov/ncee>.*

- *Review of Literature on Grade Configuration and School Transitions*. Center for Applied Research and Educational Improvement, 2011.
- Rumberger, R. W., and K. A. Larson. "Student Mobility and the Increased Risk of High School Dropout." *American Journal of Education*, vol. 107, no. 1, Nov. 1998, pp. 1–35., doi:10.1086/444201.
- Rumberger, R. W, et al. *The Hazards of Changing Schools for California Latino Adolescents*. 2nd ed., vol. 1, 1998.
- Zeehandelaar, D., and A. Winkler. "What Parents Want: Education Preferences and Trade-Offs, a National Survey of K-12 Parents". Thomas B. Fordham Institute, August, 2013.

There is also a concern that PCS does not currently have an Outreach Coordinator on staff. This position is one of the important parts of their diversity plan. From the petition: *"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 works together with the Head of School to execute the Plan, evaluate progress and recommend adjustments as needed to meet specific milestones."* Currently this position remains unfilled.

It is the opinion of the Review Team that an increase in the diversity of PCS students must remain the highest priority, and all efforts must be coordinated, documented and evaluated.

Governance: Information was provided upon request to describe how 6th grade parents will be incorporated into the school. Element D of the proposal states: *"All parental involvement opportunities described in this section are available to parents of students at all grade levels, including in the proposed 6th grade. The Head of School recently created a Parent Advisory Committee. This committee meets monthly to provide an opportunity for parents to provide a direct line of communication between the parent community and the Head of School. The Parent Advisory Committee includes a representation of parents across all grade levels, and will include at least one 6th grade parent. The Head of School will also seek to include a diverse population of parents on the Parent Advisory Committee. Mindful of the disproportionate burden felt by lower income families when participating in activities outside of normal Charter School hours, PCS will provide childcare during Parent Advisory Committee meetings, as well as other opportunities for parent engagement, whenever feasible."*

Employee Qualifications: A job description was provided for the 6th grade teacher(s) and was deemed appropriate by the COE HR department.

Instructional Recommendations:

Although staff is recommending approval of the 6th grade material revision for PCS, there remain a number of concerns that the authorizers expect to be addressed. These concerns will be discussed in a meeting with PCS staff after the June board meeting. Timelines and action plans will be expected.

1. The racial and ethnic balance of PCS continues to be of significant concern. PCS must continue to work on its outreach methods, including hiring a new outreach coordinator to oversee these efforts. Additionally, it is recommended that PCS investigate other methods of increasing diversity, including offering bussing for students (especially those in South Santa Cruz County), analyzing the effect on diversity of the lottery preference for children of board members, and implementing a strong recruitment method for students with special needs and diverse backgrounds, across the county. Other recommendations from the staff reports from December 2019 include the following: “The review committee recommends updates and an evaluation on the work of the Outreach Coordinator to the Santa Cruz County Office of Education, along with goals and accomplishments of the DOC. The Outreach Coordinator position has been in place since 2007, and an evaluation of the effectiveness of the position is critical. The petition also states, “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.” Specific details about these partnerships need to be made transparent and explicit.
2. PCS should conduct formal exit interviews for families who choose to leave PCS before completion to determine the reasons for leaving. They need to document these reasons and follow up as appropriate.
3. PCS should investigate reasons why more diverse students do not apply to the school, and work to change the belief that it does not support students who are diverse or who have special needs.
4. There is concern that the rigorous academic program of PCS may not be conducive to 6th grade students, who are still considered elementary students. Additionally, the facilities at PCS do not allow for space for younger students to play and socialize as is developmentally appropriate. PCS needs to evaluate their facilities and ensure that 6th grade students will have their developmental needs met.
5. AVID is an excellent professional development program for teachers and has strong research that it supports students who are first to college. PCS must dedicate a true commitment to be an AVID school, with all of the professional development and certification that entails. AVID needs to be done with fidelity in order for it to be effective in supporting students and reaching out to families.

6. Support for English Learners at PCS needs to be more clearly illuminated, including the following:
 - 4.1 Responsibility for evaluating the effectiveness of the program for English learners is not included in the job description of any of the administrators, making it unclear who, other than the classified EL Coordinator/Instructional Assistant is responsible. This is in contrast to the explicit provisions for 504 services and other Special Education programs.
 - 4.2 Page 47 references the PCS-adopted academic benchmarks by language proficiency levels and years in program but these are not provided.
 - 4.3 Page 47 references monitoring of teacher qualifications and use of appropriate instructional strategies, but again, without the inclusion of this responsibility in the job description of an administrator, it is unclear who and therefore whether this will happen effectively.
 - 4.4 The same concern applies to other monitoring actions listed on p. 47 including monitoring of student identification, placement and availability of adequate resources. There is no mention of the responsibility for RFEP monitoring.
 - 4.5 There is no job description provided for the EL Coordinator/EL Instructional Assistant, leaving it unclear how the various portions of compliance with state and federal regulations on meeting the needs of EL are monitored and enforced. Though this position is currently filled by a BCLAD certificated teacher, without that being a requirement of the position, there is no guarantee that it will continue to be filled in this way. In the past, it has been filled by a recent college graduate/school alumna.
7. Our team noted the following academic concerns:
 - 5.1 Science Content: The proposed science program is missing significant portions of the California adopted NGSS. Specifically, Atmosphere: Flows of Energy, Atmosphere/Hydrosphere: Cycles of Matter, Geosphere: External Processes, and Geosphere: Internal Processes are not mentioned in the plan. Additionally, the key shifts of the NGSS are not addressed. There is no mention of the 3-Dimensional learning that is key to the NGSS. Science concepts and the scientific method are mentioned. However, the NGSS specifically demands a shift away from teaching using the scientific method and toward teaching 3-dimensionally with the science and engineering practices, cross-cutting concepts and disciplinary core ideas. Finally, there is no mention of phenomena upon which NGSS aligned instruction should be based.
 - 5.2 Humanities Core (ELA/HSS): The 6th grade ELA program reflects CA ELA/ELD Framework expectations. However, the 7th grade ELA description does not reflect this up-to-date language, leaving in doubt the actual vertical articulation. History/Social Studies: The 6th grade will follow the CA HSS Standards for 6th grade. It appears that the 7-12 grade course sequence will be unaffected by this, meaning that the 6th grade is the only grade in the school following the CA HSS Standards and Framework for their grade. Again, this calls into question the vertical integration and articulation of 6th grade course of study.
 - 5.3 Designated ELD: It still lacks detail in how this will be provided within the Humanities core. Will the DELD teacher use a pull-out, push-in or co-teaching model to provide this instruction that will focus on the CA ELD Standards?

5.4 Integrated ELD: The same generic minimal description is used for all content areas, including in the World Explorers program where students study World Languages. This lacks reference to the CA ELD Standards.

5.5 Mathematics: The math program is described as following the Common Core State Standards. The course titles suggest a traditional pathway. It appears that the “Pre Algebra, Elementary Algebra” sequence compresses 3 years of Common Core math into two. Are there sufficient student support systems in place for students unable to accelerate on this timeline?

Recommended Action:

Based on the foregoing, Staff makes the following recommendations:

1. That the Request for Material Revision **be approved** for reasons including, but not limited to, success of the Request for Material Revision to present a sound educational program set forth EC 57605(b)(1).
2. That the Request for Material Revision **be approved** because it is demonstrably likely that the Petitioner will successfully implement the program set forth in the Petition set forth in EC 57605(b)(2).
3. That the Request for Material Revision **be approved** because it does contain reasonably comprehensive descriptions of certain required elements set forth in Education Code section 47605(b)(5).



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5350 Skylane Boulevard
Santa Rosa, CA 95403

Tel: (707) 524-2690
Fax: (707) 578-0517
santarosa@sclscal.org
www.sclscal.org

General Counsel
Carl D. Corbin

Attorneys
Monica D. Batanero
Jennifer Henry
Sarah Hirschfeld-Sussman
Nancy L. Klein
Damara L. Moore
Jennifer E. Nix
Steven P. Reiner
Kaitlyn A. Schwendeman
Loren W. Soukup
Erin E. Stagg

Of Counsel
Robert J. Henry
Margaret M. Merchat
Patrick C. Wilson
Frank Zotter, Jr.

MEMORANDUM

To: Santa Cruz County Board of Education

From: Jennifer E. Nix, Associate General Counsel JEN

Date: June 8, 2020

Re: Denying a Material Revision of a Charter School Based on Fiscal Impact

Our office was contacted to provide a formal opinion as to whether the Board is permitted to consider the fiscal impact of a charter school in analyzing whether to grant or deny a material revision to a charter petition during the 2019-2020 school year. The law does not permit the Board to consider the fiscal impact of a charter school in analyzing whether to grant or deny a material revision to a charter petition until July 1, 2020, as explained in this Memorandum. If you have any further questions, please do not hesitate to contact me.

FACTUAL BACKGROUND

On April 16, 2020, the Board received a revised Petition for Material Revision to Pacific Collegiate Charter School ("PCS") in which PCS proposed adding a sixth-grade program to the school. Previously, on December 17, 2019, the Board had granted a full renewal of PCS, but denied a material revision to add a sixth-grade program. The Board held a public hearing on the current Petition for Material Revision on May 21, 2020. The Board is scheduled to approve or deny the material revision of PCS's charter petition at its June 18, 2020, Board meeting.

LEGAL BACKGROUND

On October 3, 2019, Governor Newsom signed into law Assembly Bills 1505 and 1507, which provided for a number of reforms to the laws governing charter schools. In California, a bill typically goes into effect on the first day of January of the next year. (Cal. Const., Art. IV, § ((c)). AB 1505 contained a provision specifying that it most of its provisions would be operative on July 1, 2020. (A.B. 1505 § 18 (2019) ("Sections 1 to 12, inclusive, and Section 14 of this act shall become operative on July 1, 2020.")). The law also specified which

version of the law would be effective between January 1, 2020, and July 1, 2020, based on the potential passage of several then-pending bills affecting charter school laws. (A.B. 1505 §§ 15, 16 (2019)). Current versions of Section 47605 and 47607 are attached to this Memorandum.

Because the Board granted PCS's initial petition on appeal from a denial from the Santa Cruz City Schools in 1999, Section 47607 of the Education Code governs PCS's Petition for Material Revision. Current Section 47607 became effective on January 1, 2013, and remains effective through June 30, 2020. (S.B. 1290 (2012); A.B. 1505 (2019)). Current Section 47607(a)(2) requires that material revisions of charters be governed by the same standards and criteria contained in Section 47605 of the Education Code as apply to initial petitions. Current Section 47605, which became effective on January 1, 2020, and remains effective through June 30, 2020, permits a charter authorizer to deny a petition for material revision if one of six criteria is met:

1. The charter school presents an unsound educational program for the pupils to be enrolled in the charter school;
2. The petitioners are demonstrably unlikely to successfully implement the program set forth in the petition;
3. The petition does not contain the required number of signatures;
4. The petition does not contain an affirmation of each of the conditions described in subdivision (d) of Section 47605;
5. The petition does not contain reasonably comprehensive descriptions of each of the "A to O Elements"; and/or
6. The petition does not contain a declaration of whether the charter school shall be deemed the exclusive public employer of the employees of the charter school.

(Educ. Code § 47605(b)).

Both of these code sections were substantially revised by the Legislature in the 2019 General Session. The relevant changes were contained in AB 1505, which had the intent, *inter alia*, of giving "school districts greater authority to . . . consider the fiscal impact of the charter school on their current students." (Senate Comm. on Educ., Hearing on A.B. 1505 (July 10, 2019)). Revised Sections 47605 and 47607 of the Education Code govern the same aspects of material revision and initial petitions as their predecessors. Revised Section 47607 and the relevant sections of Revised Section 47605 will be effective on July 1, 2020. (A.B. 1505 §§ 15, 16, 18). The revised law adds two additional reasons a charter authorizer may deny a petition for material revision. Those are:

1. The charter school is demonstrably unlikely to serve the interests of the entire community in which the school is proposing to locate, including consideration of the fiscal impact of the proposed charter school.¹

¹ In order to make this finding, a charter authorizer would need to detail specific facts and circumstances that analyze and consider the following factors: (A) The extent to which the proposed charter school would substantially undermine existing services, academic offerings, or programmatic offerings. (B) Whether the proposed charter school would duplicate a program currently offered within the school district and the existing program has

2. The school district is not positioned to absorb the fiscal impact of the proposed charter school.²

(Educ. Code § 47605(c) (eff. July 1, 2020)).

Revised Section 47607 specifies that these two new grounds may not be used to deny renewal of an existing charter school but may be used to deny a “proposed expansion constituting a material revision.” (Educ. Code § 47607(a)(4) (eff. July 1, 2020)). Revised Section 47607 clarifies that a proposal to “expand operations to one or more additional sites or grade levels” is a material revision to a charter school’s petition. (Educ. Code § 47607(1)(3) (Eff. July 1, 2020)).

LEGAL ANALYSIS

The Board should be applying current law to consideration of PCS’s Petition for Material Revision. That current law does not permit the Board to reject the material revision because of fiscal impact of the proposed charter school. Until July 1, 2020, PCS’s Petition for Material Revision can only be denied in accordance with one of the six criteria in current subsection (b) of Section 47605, which are listed above.

sufficient capacity for the pupils proposed to be served within reasonable proximity to where the charter school intends to locate. (Educ. Code § 47605(c)(6) (eff. July 1, 2020)).

² A charter authorizer can rely on this provision if it has a qualified interim certification and the County Superintendent of Schools certifies that the material revision would result in the school district having a negative interim certification. (Educ. Code § 47605(c)(7) (eff. July 1, 2020)).



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Proposed Legislation

[West's Annotated California Codes](#)

[Education Code \(Refs & Annos\)](#)

[Title 2. Elementary and Secondary Education \(Refs & Annos\)](#)

[Division 4. Instruction and Services \(Refs & Annos\)](#)

[Part 26.8. Charter Schools \(Refs & Annos\)](#)

[Chapter 2. Establishment of Charter Schools \(Refs & Annos\)](#)

West's Ann.Cal.Educ.Code § 47605

§ 47605. Petition for establishment of charter school within school district; procedures for submission, review, and approval or denial; standards and assessments; admission policies and employment practices; supervisorial and oversight responsibilities; petition for renewal; teacher credentials; financial audit report

Effective: January 1, 2020 to June 30, 2020

[Currentness](#)

<Section operative until July 1, 2020. See, also, [§ 47605](#) operative July 1, 2020.>

(a)(1) Except as set forth in paragraph (2), a petition for the establishment of a charter school within a school district may be circulated by one or more persons seeking to establish the charter school. A petition for the establishment of a charter school shall identify a single charter school that will operate within the geographic boundaries of that school district. A charter school may propose to operate at multiple sites within the school district if each location is identified in the charter school petition. The petition may be submitted to the governing board of the school district for review after either of the following conditions is met:

(A) The petition is signed by a number of parents or legal guardians of pupils that is equivalent to at least one-half of the number of pupils that the charter school estimates will enroll in the charter school for its first year of operation.

(B) The petition is signed by a number of teachers that is equivalent to at least one-half of the number of teachers that the charter school estimates will be employed at the charter school during its first year of operation.

(2) A petition that proposes to convert an existing public school to a charter school that would not be eligible for a loan pursuant to [subdivision \(c\) of Section 41365](#) may be circulated by one or more persons seeking to establish the charter school. The petition may be submitted to the governing board of the school district for review after the petition is signed by not less than 50 percent of the permanent status teachers currently employed at the public school to be converted.

(3) A petition shall include a prominent statement that a signature on the petition means that the parent or legal guardian is meaningfully interested in having their child or ward attend the charter school, or in the case of a teacher's signature, means that the teacher is meaningfully interested in teaching at the charter school. The proposed charter shall be attached to the petition.

(4) After receiving approval of its petition, a charter school that proposes to establish operations at one or more additional sites shall request a material revision to its charter and shall notify the authority that granted its charter of those additional locations.

The authority that granted its charter shall consider whether to approve those additional locations at an open, public meeting. If the additional locations are approved, they shall be a material revision to the charter school's charter.

(5)(A) A charter school that established one site outside the boundaries of the school district, but within the county in which that school district is located before January 1, 2020, may continue to operate that site until the charter school submits a request for the renewal of its charter petition. To continue operating the site, the charter school shall do either of the following:

(i) First, before submitting the request for the renewal of the charter petition, obtain approval in writing from the school district where the site is operating.

(ii) Submit a request for the renewal of the charter petition pursuant to [Section 47607](#) to the school district in which the charter school is located.

(B) If a Presidential declaration of a major disaster or emergency is issued in accordance with the federal Robert T. Stafford Disaster Relief and Emergency Assistance Act ([42 U.S.C. Sec. 5121 et seq.](#)) for an area in which a charter school site is located and operating, the charter school, for not more than five years, may relocate that site outside the area subject to the Presidential declaration if the charter school first obtains the written approval of the school district where the site is being relocated to.

(C) Notwithstanding subparagraph (A), if a charter school was relocated from December 31, 2016, to December 31, 2019, inclusive, due to a Presidential declaration of a major disaster or emergency in accordance with the federal Robert T. Stafford Disaster Relief and Emergency Assistance Act ([42 U.S.C. Sec. 5121 et seq.](#)), that charter school shall be allowed to return to its original campus location in perpetuity.

(D) A charter school located on a federally recognized California Indian reservation or rancheria or operated by a federally recognized California Indian tribe shall be exempt from the provisions of this paragraph.

(E) The department shall regard as a continuing charter school for all purposes a charter school that was granted approval of its petition, that was providing educational services to pupils prior to October 1, 2019, and is authorized by a different chartering authority due to changes to this paragraph that took effect January 1, 2020.

(6) Commencing January 1, 2003, a petition to establish a charter school shall not be approved to serve pupils in a grade level that is not served by the school district of the governing board considering the petition, unless the petition proposes to serve pupils in all of the grade levels served by that school district.

(b) No later than 30 days after receiving a petition, in accordance with subdivision (a), the governing board of the school district shall hold a public hearing on the provisions of the charter, at which time the governing board of the school district shall consider the level of support for the petition by teachers employed by the school district, other employees of the school district, and parents. Following review of the petition and the public hearing, the governing board of the school district shall either grant or deny the charter within 60 days of receipt of the petition, provided, however, that the date may be extended by an additional 30 days if both parties agree to the extension. In reviewing petitions for the establishment of charter schools pursuant to this section, the chartering authority shall be guided by the intent of the Legislature that charter schools are and should become an integral part of the California educational system and that the establishment of charter schools should be encouraged. The governing board of the school district shall grant a charter for the operation of a school under this part if it is satisfied that

granting the charter is consistent with sound educational practice. The governing board of the school district shall not deny a petition for the establishment of a charter school unless it makes written factual findings, specific to the particular petition, setting forth specific facts to support one or more of the following findings:

(1) The charter school presents an unsound educational program for the pupils to be enrolled in the charter school.

(2) The petitioners are demonstrably unlikely to successfully implement the program set forth in the petition.

(3) The petition does not contain the number of signatures required by subdivision (a).

(4) The petition does not contain an affirmation of each of the conditions described in subdivision (d).

(5) The petition does not contain reasonably comprehensive descriptions of all of the following:

(A)(i) 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.

(ii) 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.

(iii) 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.

(B) 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 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.

(C) 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.

(D) 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.

(E) The qualifications to be met by individuals to be employed by the charter school.

(F) 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:

(i) That each employee of the charter school furnish the charter school with a criminal record summary as described in [Section 44237](#).

(ii) The development of a school safety plan, which shall include the safety topics listed in [subparagraphs \(A\) to \(J\), inclusive, of paragraph \(2\) of subdivision \(a\) of Section 32282](#).

(iii) That the school safety plan be reviewed and updated by March 1 of every year by the charter school.

(G) 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.

(H) Admission policies and procedures, consistent with subdivision (d).

(I) 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.

(J) 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 schooldays 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).

(K) 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.

(L) The public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools.

(M) 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.

(N) The procedures to be followed by the charter school and the chartering authority to resolve disputes relating to provisions of the charter.

(O) The procedures to be used if the charter school closes. The procedures shall ensure a final audit of the charter school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of pupil records.

(6) The petition does not contain a declaration of whether or not the charter school shall be deemed the exclusive public employer of the employees of the charter school for purposes of Chapter 10.7 (commencing with [Section 3540](#)) of [Division 4 of Title 1 of the Government Code](#).

(c)(1) Charter schools shall meet all statewide standards and conduct the pupil assessments required pursuant to [Section 60605](#) and any other statewide standards authorized in statute or pupil assessments applicable to pupils in noncharter public schools.

(2) Charter schools shall, on a regular basis, consult with their parents, legal guardians, and teachers regarding the charter school's educational programs.



KeyCite Yellow Flag - Negative Treatment

Proposed Legislation

West's Annotated California Codes
Education Code (Refs & Annos)
Title 2. Elementary and Secondary Education (Refs & Annos)
Division 4. Instruction and Services (Refs & Annos)
Part 26.8. Charter Schools (Refs & Annos)
Chapter 2. Establishment of Charter Schools (Refs & Annos)

West's Ann.Cal.Educ.Code § 47607

§ 47607. Term of charter; renewals and material revisions of
charter; considerations and criteria; revocation; appeal procedure

Effective: January 1, 2013 to June 30, 2020

[Currentness](#)

<Section operative until July 1, 2020. See, also, [§ 47607](#) operative July 1, 2020.>

(a)(1) A charter may be granted pursuant to [Sections 47605](#), [47605.5](#), and [47606](#) for a period not to exceed five years. A charter granted by a school district governing board, a county board of education, or the state board may be granted one or more subsequent renewals by that entity. Each renewal shall be for a period of five years. A material revision of the provisions of a charter petition may be made only with the approval of the authority that granted the charter. The authority that granted the charter may inspect or observe any part of the charter school at any time.

(2) Renewals and material revisions of charters are governed by the standards and criteria in [Section 47605](#), and shall include, but not be limited to, a reasonably comprehensive description of any new requirement of charter schools enacted into law after the charter was originally granted or last renewed.

(3)(A) 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.

(B) For purposes of this section, “all groups of pupils served by the charter school” means a numerically significant pupil subgroup, as defined by [paragraph \(3\) of subdivision \(a\) of Section 52052](#), served by the charter school.

(b) Commencing on January 1, 2005, or after a charter school has been in operation for four years, whichever date occurs later, a charter school shall meet at least one of the following criteria before receiving a charter renewal pursuant to paragraph (1) of subdivision (a):

(1) Attained its Academic Performance Index (API) growth target in the prior year or in two of the last three years both schoolwide and for all groups of pupils served by the charter school.

(2) Ranked in deciles 4 to 10, inclusive, on the API in the prior year or in two of the last three years.

(3) Ranked in deciles 4 to 10, inclusive, on the API for a demographically comparable school in the prior year or in two of the last three years.

(4)(A) 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.

(B) The determination made pursuant to this paragraph shall be based upon all of the following:

(i) Documented and clear and convincing data.

(ii) Pupil achievement data from assessments, including, but not limited to, the Standardized Testing and Reporting Program established by Article 4 (commencing with [Section 60640](#)) of Chapter 5 of Part 33 for demographically similar pupil populations in the comparison schools.

(iii) Information submitted by the charter school.

(C) A chartering authority shall submit to the Superintendent copies of supporting documentation and a written summary of the basis for any determination made pursuant to this paragraph. The Superintendent shall review the materials and make recommendations to the chartering authority based on that review. The review may be the basis for a recommendation made pursuant to [Section 47604.5](#).

(D) A charter renewal may not be granted to a charter school prior to 30 days after that charter school submits materials pursuant to this paragraph.

(5) Qualified for an alternative accountability system pursuant to [subdivision \(h\) of Section 52052](#).

(c)(1) A charter may be revoked by the authority that granted the charter under this chapter if the authority finds, through a showing of substantial evidence, that the charter school did any of the following:

(A) Committed a material violation of any of the conditions, standards, or procedures set forth in the charter.

(B) Failed to meet or pursue any of the pupil outcomes identified in the charter.

(C) Failed to meet generally accepted accounting principles, or engaged in fiscal mismanagement.

(D) Violated any provision of law.

(2) 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 revoke a charter.

(d) Before revocation, the authority that granted the charter shall notify the charter school of any violation of this section and give the school a reasonable opportunity to remedy the violation, unless the authority determines, in writing, that the violation constitutes a severe and imminent threat to the health or safety of the pupils.

(e) Before revoking a charter for failure to remedy a violation pursuant to subdivision (d), and after expiration of the school's reasonable opportunity to remedy without successfully remedying the violation, the chartering authority shall provide a written notice of intent to revoke and notice of facts in support of revocation to the charter school. No later than 30 days after providing the notice of intent to revoke a charter, the chartering authority shall hold a public hearing, in the normal course of business, on the issue of whether evidence exists to revoke the charter. No later than 30 days after the public hearing, the chartering authority shall issue a final decision to revoke or decline to revoke the charter, unless the chartering authority and the charter school agree to extend the issuance of the decision by an additional 30 days. The chartering authority shall not revoke a charter, unless it makes written factual findings supported by substantial evidence, specific to the charter school, that support its findings.

(f)(1) If a school district is the chartering authority and it revokes a charter pursuant to this section, the charter school may appeal the revocation to the county board of education within 30 days following the final decision of the chartering authority.

(2) The county board of education may reverse the revocation decision if the county board of education determines that the findings made by the chartering authority under subdivision (e) are not supported by substantial evidence. The school district may appeal the reversal to the state board.

(3) If the county board of education does not issue a decision on the appeal within 90 days of receipt, or the county board of education upholds the revocation, the charter school may appeal the revocation to the state board.

(4) The state board may reverse the revocation decision if the state board determines that the findings made by the chartering authority under subdivision (e) are not supported by substantial evidence. The state board may uphold the revocation decision of the school district if the state board determines that the findings made by the chartering authority under subdivision (e) are supported by substantial evidence.

(g)(1) If a county office of education is the chartering authority and the county board of education revokes a charter pursuant to this section, the charter school may appeal the revocation to the state board within 30 days following the decision of the chartering authority.

(2) The state board may reverse the revocation decision if the state board determines that the findings made by the chartering authority under subdivision (e) are not supported by substantial evidence.

(h) If the revocation decision of the chartering authority is reversed on appeal, the agency that granted the charter shall continue to be regarded as the chartering authority.

(i) During the pendency of an appeal filed under this section, a charter school, whose revocation proceedings are based on subparagraph (A) or (B) of paragraph (1) of subdivision (c), shall continue to qualify as a charter school for funding and for all other purposes of this part, and may continue to hold all existing grants, resources, and facilities, in order to ensure that the education of pupils enrolled in the school is not disrupted.

(j) Immediately following the decision of a county board of education to reverse a decision of a school district to revoke a charter, the following shall apply:

(1) The charter school shall qualify as a charter school for funding and for all other purposes of this part.

(2) The charter school may continue to hold all existing grants, resources, and facilities.

(3) Any funding, grants, resources, and facilities that had been withheld from the charter school, or that the charter school had otherwise been deprived of use, as a result of the revocation of the charter shall be immediately reinstated or returned.

(k) A final decision of a revocation or appeal of a revocation pursuant to subdivision (c) shall be reported to the chartering authority, the county board of education, and the department.

Credits

(Added by Stats.1992, c. 781 (S.B.1448), § 1. Amended by Stats.1998, c. 34 (A.B.544), § 8; Stats.2003, c. 892 (A.B.1137), § 10; Stats.2005, c. 543 (A.B.1610), § 4; Stats.2006, c. 757 (A.B.2030), § 1; Stats.2012, c. 576 (S.B.1290), § 3.)

[Notes of Decisions \(29\)](#)

West's Ann. Cal. Educ. Code § 47607, CA EDUC § 47607

Current with urgency legislation through Ch. 3 of 2020 Reg.Sess

End of Document

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(d)(1) In addition to any other requirement imposed under this part, a charter school shall be nonsectarian in its programs, admission policies, employment practices, and all other operations, shall not charge tuition, and shall not discriminate against a pupil on the basis of the characteristics listed in [Section 220](#). Except as provided in paragraph (2), admission to a charter school shall not be determined according to the place of residence of the pupil, or of that pupil's parent or legal guardian, within this state, except that an existing public school converting partially or entirely to a charter school under this part shall adopt and maintain a policy giving admission preference to pupils who reside within the former attendance area of that public school.

(2)(A) A charter school shall admit all pupils who wish to attend the charter school.

(B) If the number of pupils who wish to attend the charter school exceeds the charter school's capacity, attendance, except for existing pupils of the charter school, shall be determined by a public random drawing. Preference shall be extended to pupils currently attending the charter school and pupils who reside in the school district except as provided for in [Section 47614.5](#). Preferences, including, but not limited to, siblings of pupils admitted or attending the charter school and children of the charter school's teachers, staff, and founders identified in the initial charter, may also be permitted by the chartering authority on an individual charter school basis. Priority order for any preference shall be determined in the charter petition in accordance with all of the following:

(i) Each type of preference shall be approved by the chartering authority at a public hearing.

(ii) Preferences shall be consistent with federal law, the California Constitution, and [Section 200](#).

(iii) Preferences shall not result in limiting enrollment access for 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.

(iv) In accordance with [Section 49011](#), preferences shall not require mandatory parental volunteer hours as a criterion for admission or continued enrollment.

(C) In the event of a drawing, the chartering authority shall make reasonable efforts to accommodate the growth of the charter school and shall not take any action to impede the charter school from expanding enrollment to meet pupil demand.

(3) 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. This paragraph applies only to pupils subject to compulsory full-time education pursuant to [Section 48200](#).

(4)(A) A 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 clause (iii) of subparagraph (B) of paragraph (2).

(B) A charter school shall not request a pupil's records or require a parent, guardian, or pupil to submit the pupil's records to the charter school before enrollment.

(C) A 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, academic performance of the pupil or because the pupil exhibits any of the characteristics described in clause (iii) of subparagraph (B) of paragraph (2). This subparagraph shall not apply to actions taken by a charter school pursuant to the procedures described in subparagraph (J) of paragraph (5) of subdivision (b).

(D) The department shall develop a notice of the requirements of this paragraph. This notice shall be posted on a charter school's internet website. A charter school shall provide a parent or guardian, or a pupil if the pupil is 18 years of age or older, a copy of this notice at all of the following times:

(i) When a parent, guardian, or pupil inquires about enrollment.

(ii) Before conducting an enrollment lottery.

(iii) Before disenrollment of a pupil.

(E)(i) A person who suspects that a charter school has violated this paragraph may file a complaint with the chartering authority.

(ii) The department shall develop a template to be used for filing complaints pursuant to clause (i).

(5) Notwithstanding any other law, a charter school in operation as of July 1, 2019, that operates in partnership with the California National Guard may dismiss a pupil from the charter school for failing to maintain the minimum standards of conduct required by the Military Department.

(e) The governing board of a school district shall not require an employee of the school district to be employed in a charter school.

(f) The governing board of a school district shall not require a pupil enrolled in the school district to attend a charter school.

(g) The governing board of a school district shall require that the petitioner or petitioners provide information regarding the proposed operation and potential effects of the charter school, including, but not limited to, the facilities to be used by the charter school, the manner in which administrative services of the charter school are to be provided, and potential civil liability effects, if any, upon the charter school and upon the school district. The description of the facilities to be used by the charter school shall specify where the charter school intends to locate. The petitioner or petitioners also shall be required to provide

financial statements that include a proposed first-year operational budget, including startup costs, and cashflow and financial projections for the first three years of operation.

(h) In reviewing petitions for the establishment of charter schools within the school district, the governing board of the school district shall give preference to petitions that demonstrate the capability to provide comprehensive learning experiences to pupils identified by the petitioner or petitioners as academically low achieving pursuant to the standards established by the department under [Section 54032](#), as that section read before July 19, 2006.

(i) Upon the approval of the petition by the governing board of the school district, the petitioner or petitioners shall provide written notice of that approval, including a copy of the petition, to the applicable county superintendent of schools, the department, and the state board.

(j)(1) If the governing board of a school district denies a petition, the petitioner may elect to submit the petition for the establishment of a charter school to the county board of education. The county board of education shall review the petition pursuant to subdivision (b). If the petitioner elects to submit a petition for establishment of a charter school to the county board of education and the county board of education denies the petition, the petitioner may file a petition for establishment of a charter school with the state board, and the state board may approve the petition, in accordance with subdivision (b). A charter school that receives approval of its petition from a county board of education or from the state board on appeal shall be subject to the same requirements concerning geographic location to which it would otherwise be subject if it received approval from the school district to which it originally submitted its petition. A charter petition that is submitted to either a county board of education or to the state board shall meet all otherwise applicable petition requirements, including the identification of the proposed site or sites where the charter school will operate.

(2) In assuming its role as a chartering authority, the state board shall develop criteria to be used for the review and approval of charter school petitions presented to the state board. The criteria shall address all elements required for charter approval, as identified in subdivision (b), and shall define “reasonably comprehensive,” as used in paragraph (5) of subdivision (b), in a way that is consistent with the intent of this part. Upon satisfactory completion of the criteria, the state board shall adopt the criteria on or before June 30, 2001.

(3) A charter school for which a charter is granted by either the county board of education or the state board based on an appeal pursuant to this subdivision shall qualify fully as a charter school for all funding and other purposes of this part.

(4) If either the county board of education or the state board fails to act on a petition within 120 days of receipt, the decision of the governing board of the school district to deny the petition shall be subject to judicial review.

(5) The state board shall adopt regulations implementing this subdivision.

(6) Upon the approval of the petition by the county board of education, the petitioner or petitioners shall provide written notice of that approval, including a copy of the petition, to the department and the state board.

(k)(1) The state board may, by mutual agreement, designate its supervisorial and oversight responsibilities for a charter school approved by the state board to any local educational agency in the county in which the charter school is located or to the governing board of the school district that first denied the petition.

(2) The designated local educational agency shall have all monitoring and supervising authority of a chartering authority, including, but not limited to, powers and duties set forth in [Section 47607](#), except the power of revocation, which shall remain with the state board.

(3) A charter school that is granted its charter through an appeal to the state board and elects to seek renewal of its charter shall, before expiration of the charter, submit its petition for renewal to the governing board of the school district that initially denied the charter. If the governing board of the school district denies the charter school's petition for renewal, the charter school may petition the state board for renewal of its charter.

(l) Teachers in charter schools shall hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools would be required to hold. These documents shall be maintained on file at the charter school and are subject to periodic inspection by the chartering authority. It is the intent of the Legislature that charter schools be given flexibility with regard to noncore, noncollege preparatory courses.

(m) A charter school shall transmit a copy of its annual, independent financial audit report for the preceding fiscal year, as described in subparagraph (I) of paragraph (5) of subdivision (b), to its chartering authority, the Controller, the county superintendent of schools of the county in which the charter school is sited, unless the county board of education of the county in which the charter school is sited is the chartering authority, and the department by December 15 of each year. This subdivision does not apply if the audit of the charter school is encompassed in the audit of the chartering authority pursuant to [Section 41020](#).

(n) A 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.

Credits

(Added by Stats.1992, c. 781 (S.B.1448), § 1. Amended by Stats.1993, c. 589 (A.B.2211), § 45; Stats.1996, c. 786 (A.B.3384), § 3; Stats.1998, c. 34 (A.B.544), § 6; Stats.1998, c. 673, (A.B.2417), § 2; Stats.1999, c. 828 (A.B.631), § 1; Stats.2000, c. 580 (A.B.2659), § 4; Stats.2001, c. 344 (S.B.675), § 1; Stats.2001, c. 892 (S.B.740), § 1.5; Stats.2002, c. 209 (S.B.1709), § 1; Stats.2002, c. 1058 (A.B.1994), § 6; Stats.2005, c. 543 (A.B.1610), § 2; Stats.2007, c. 569 (S.B.777), § 27; Stats.2008, c. 179 (S.B.1498), § 46; Stats.2012, c. 576 (S.B.1290), § 1; Stats.2013, c. 47 (A.B.97), § 76, eff. July 1, 2013; Stats.2015, c. 303 (A.B.731), § 95, eff. Jan. 1, 2016; Stats.2017, c. 641 (A.B.830), § 6, eff. Jan. 1, 2018; Stats.2017, c. 760 (A.B.1360), § 2.5, eff. Jan. 1, 2018; Stats.2018, c. 806 (A.B.1747), § 5, eff. Jan. 1, 2019; Stats.2019, c. 51 (S.B.75), § 30, eff. July 1, 2019; Stats.2019, c. 486 (A.B.1505), § 2, eff. Jan. 1, 2020, operative July 1, 2020; Stats.2019, c. 487 (A.B.1507), § 1, eff. Jan. 1, 2020; Stats.2019, c. 543 (A.B.1595), § 3.2, eff. Jan. 1, 2020.)

Notes of Decisions (26)

West's Ann. Cal. Educ. Code § 47605, CA EDUC § 47605
Current with urgency legislation through Ch. 3 of 2020 Reg.Sess



RESOLUTION #20-13
TO CONDITIONALLY APPROVE REVISED PETITION FOR MATERIAL REVISION TO
PACIFIC COLLEGIATE SCHOOL

WHEREAS, on April 16, 2020 lead petitioner Maria Reitano, Ed.D. (“Petitioners”) for the Pacific Collegiate School (“Charter School”) submitted a charter petition renewal (“Petition”) to the Santa Cruz County Office of Education Board of Trustees, that included a material revision to add a 6th grade program.

WHEREAS, the Santa Cruz County Board of Education (“County Board”) held a public hearing on May 21, 2020, as required by Education Code section 47605, for the purpose of considering the level of support for the Material Revision by parents, teachers and other employees of the districts within the jurisdiction of the County Office; and

WHEREAS, the Santa Cruz County Superintendent of Schools and his charter school review team, along with legal counsel, have reviewed and analyzed the Request for Material Revision, including all supporting documentation submitted by Petitioners to the County Office following submittal of the Request for Material Revision, for legal, programmatic and fiscal sufficiency, and have submitted a Staff Report and Proposed Findings of Fact (“Staff Report”) to the County Board, which Staff Report was made part of the agenda for this meeting and shall be deemed integrated into this resolution as Exhibit B; and

WHEREAS, it is therefore the intent of the Board to approve the Request for Material Revision conditional on (1) the approval by the County Board and the governing body of the Charter School of an updated Operational MOU between the County Office and the Charter School within ninety (90) days of the adoption of this resolution.

NOW, THEREFORE, BE IT RESOLVED, that the Santa Cruz County Board of Education, having fully considered and evaluated the Request for Material Revision and supporting documentation hereby approves the Material Revision of the Charter School, subject to the following conditions:

1. Within ninety (90) days of the adoption of this resolution, the County Board and the governing body of the Charter School shall have duly approved an updated Operational MOU between the County Office and the Charter School

BE IT FURTHER RESOLVED that, if the aforementioned conditions are not timely satisfied, and are not modified by further action of the County Board, the County Board shall be deemed to have adopted the findings of fact set forth in the Staff Report incorporated herein as Exhibit A, and to have denied the Petition.

PASSED and ADOPTED by the Board of Education of Santa Cruz County on this **18th day of June, 2020** by the following vote:

AYES:

NAYS:

ABSTAIN:

ABSENT:

Board President
Santa Cruz County Board of Education

Faris M. Sabbah, Secretary
Santa Cruz County Superintendent of Schools



RESOLUTION #20-14
TO DENY REQUEST FOR MATERIAL REVISION TO PACIFIC COLLEGIATE SCHOOL

WHEREAS, on April 16, 2020 lead petitioner Maria Reitano, Ed.D. (“Petitioners”) for the Pacific Collegiate School (“Charter School”) submitted a charter petition renewal (“Petition”) to the Santa Cruz County Office of Education Board of Trustees, that included a material revision to add a 6th grade program.

WHEREAS, the Santa Cruz County Board of Education (“County Board”) held a public hearing on May 21, 2020, as required by Education Code section 47605, for the purpose of considering the level of support for the Request for Material Revision by parents, teachers and other employees of the districts within the jurisdiction of the County Office; and

WHEREAS, the Santa Cruz County Superintendent of Schools and his charter school review team, along with legal counsel, have reviewed and analyzed the Request for Material Revision, including all supporting documentation submitted by Petitioners to the County Office following submittal of the Request for Material Revision, for legal, programmatic and fiscal sufficiency, and have submitted a Staff Report and Proposed Findings of Fact (“Staff Report”) to the County Board, which Staff Report was made part of the agenda for this meeting and shall be deemed integrated into this resolution as Exhibit B; and

WHEREAS, the Staff Report recommends approval of the Request for Material Revision, however, the board feels that the request does not meet one or more of the required Educational Code Criteria as listed below.

NOW THEREFORE, BE IT RESOLVED, that the Santa Cruz County Board of Education, having fully considered and evaluated the Request for Material Revision and supporting documentation determines that one or more of the criteria for approval has not been met as listed below:

1. The Request for Material Revision presents an unsound educational program for the students to be enrolled in the Charter School (Ed. Code § 47605(b)(1));

2. Petitioners are demonstrably unlikely to successfully implement the program set forth in the Request for Material Revision (Ed. Code § 47605(b)(2)); and

3. The Request for Material Revision does not contain reasonably comprehensive descriptions of all of the fifteen required elements set forth in Education Code section 47605, subdivision (b)(5)(A)-(O).

BE IT FURTHER RESOLVED that the Request for Material Revision is hereby denied.

PASSED and ADOPTED by the Board of Education of Santa Cruz County on this **18th day of June, 2020** by the following vote:

AYES:

NAYS:

ABSTAIN:

ABSENT:

Board President
Santa Cruz County Board of Education

Faris M. Sabbah, Secretary
Santa Cruz County Superintendent of Schools



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

SANTA CRUZ COUNTY BOARD OF EDUCATION

AGENDA ITEM

Board Meeting Date: June 18, 2020

☒

Action



Information

TO: Santa Cruz County Board of Education

FROM: Dr. Faris Sabbah, County Superintendent of Schools
John Rice, Senior Director, Alternative Education
Megan Tresham, Principal, Cypress Charter High School

SUBJECT: Conversion of Santa Cruz County Cypress Charter High School into an Alternative Education Community School

BACKGROUND

The Board will be asked to either approve (Resolution #20-15) or deny (Resolution #20-16) which is the request to convert Santa Cruz County Cypress Charter High School into an Alternative Education Community School. The Board approved a resolution in April regarding the conversion of the school. A public hearing was held in May to gather any information from the public. The staff has worked together to create a conversion action plan, and all aspects of the conversion have been covered or are currently in progress.

STAFF RECOMMENDATION:

Approve request to convert Santa Cruz County Cypress Charter High School into an Alternative Education Community School.

FUNDING IMPLICATIONS:

Listed within report.



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

RESOLUTION #20-15
TO APPROVE REQUEST TO CONVERT SANTA CRUZ COUNTY CYPRESS CHARTER
HIGH SCHOOL INTO AN ALTERNATIVE EDUCATION COMMUNITY SCHOOL

WHEREAS, on April 16th, 2020 lead petitioner Dr. Faris Sabbabh, County Superintendent of Schools (“Petitioners”) for the Santa Cruz County Cypress Charter High School (“Charter School”) submitted a request to convert the charter school into a countywide Alternative Education Community School to the Santa Cruz County Office of Education Board of Trustees.

WHEREAS, pursuant to California Education Code Sec. 1980, a county board of education may establish and maintain one or more community schools; and

WHEREAS, the Santa Cruz County Board of Education (“County Board”) held a public hearing on May 21, 2020 for the purpose of considering the level of support for the charter school conversion by parents, teachers and other employees of the districts within the jurisdiction of the County Office; and

WHEREAS, the Santa Cruz County Superintendent of Schools and his charter school review team, along with legal counsel, have reviewed and analyzed the request for a conversion, and all necessary actions have been taken or are in progress; and

WHEREAS, it is therefore the intent of the Board to approve the request to convert the Charter School to a Countywide Alternative Education Community School.

NOW, THEREFORE, BE IT RESOLVED, that the Santa Cruz County Board of Education, having fully considered and evaluated the request for conversion and supporting documentation hereby approves the conversion of Cypress Charter High School to Cypress High School, a COE Alternative Education School

PASSED and ADOPTED by the Board of Education of Santa Cruz County on this **18th day of June, 2018** by the following vote:

Santa Cruz County Board of Education

Resolution #20-15 to Approve Request to Convert Cypress into a Countywide Community School

June 18, 2020

AYES:

NAYS:

ABSTAIN:

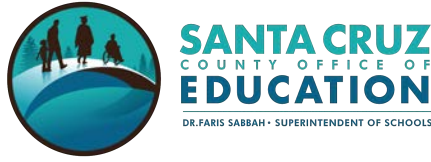
ABSENT:

Board President

Santa Cruz County Board of Education

Faris M. Sabbah, Secretary

Santa Cruz County Superintendent of Schools



SANTA CRUZ COUNTY BOARD OF EDUCATION

AGENDA ITEM

Board Meeting Date: June 18, 2020

☒ **Action**

☐ **Information**

TO: Dr. Faris Sabbah, County Superintendent of Schools

FROM: John Rice, Senior Director, Alternative Education

SUBJECT: Court & Community Schools COVID-19 Written Report

BACKGROUND

It is recommended that the Board adopt the COE Court and Community School COVID-19 Written Report. The EO N-26-20 states the form will report at a minimum, a description of how the LEA is meeting the needs of unduplicated pupils, defined consistent with Ed Code 42238.02(b)(1), during the period of school closures specifically how the LEA continued delivering high quality distance learning opportunities, provided school meals, and to the extent practicable, arrange for the supervision of students during ordinary school hours.

SUPERINTENDENT'S RECOMMENDATION FOR BOARD ACTION:

Approve report.

FUNDING IMPLICATIONS

Included within report.

COVID-19 Operations Written Report for Santa Cruz County Office of Education

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone	Date of Adoption
Santa Cruz County Office of Education	Jennifer Izant Gonzales Project Director	jizant@santacruzcoe.org (831) 466-5739	

Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broader understanding of the changes your LEA has put in place. LEAs are strongly encouraged to provide descriptions that do not exceed 300 words.

Provide an overview explaining the changes to program offerings that the LEA has made in response to school closures to address the COVID-19 emergency and the major impacts of the closures on students and families.

Prior to the Santa Cruz Countywide school closures that commenced on March 16, 2020, the Santa Cruz County Court and Community School teachers prepared a minimum of two weeks of coursework for all students in anticipation of a potential closure. We are thankful for the countywide leadership of all district Superintendents and the Santa Cruz COE Superintendent Dr. Sabbah who decided early in this crisis to work collectively and make decisions as a county. Families in our COE Court and Community Schools, along with families across the county receive the same weekly communication from the team of Superintendents. Additionally, teachers and site staff communicated directly with all students and families. Prior to the March 16th school closures all instructors completed a Distance Learning Plan spreadsheet which included their temporary distance learning plans, student information, and if the student needed any technology to complete distance learning. As the situation evolved and it became clear that this would not be a temporary situation we planned and implemented a three phased distance learning plan that involved supporting technology needs of students, supporting teachers through the transition to distance learning, focusing on student and family engagement, nutrition support, social-emotional support, continuing support for students with special needs, and continuing academic progress. The Santa Cruz COE Board has been continuously updated by the Superintendent. Our department is working closely with our local SELPA leadership and our internal resource teachers meet weekly to discuss the progress of special education students. We have planned and implemented grading and credit guidelines that hold students harmless and we have planned unique graduation celebrations approved by the Health Department. Weekly, Administrators meet with all staff to discuss student and program progress.

Provide a description of how the LEA is meeting the needs of its English learners, foster youth and low-income students.

The Santa Cruz COE Court and Community Schools ensure communication is made available in the home language of the family. All communication from the Superintendent is made available in English and Spanish. Teachers utilize a myriad of translation services to communicate with families and our multilingual colleagues reach out to the families of our English learners. Students who are English learners continue to be provided with ELD curriculum and support from their teachers. Our department works closely with our Foster Youth Liaisons who support our foster youth students. Administrators meet weekly with teachers and discuss the progress and supports for all students, especially our foster youth students. Foster Youth Liaisons meet with teachers and administrators regarding students on their

caseloads. Across Santa Cruz County socioeconomically disadvantaged students and their families have access to school lunches Monday-Friday and our local food bank has been offering expanded locations for food pick up throughout the county. All students have access to social-emotional support through virtual check-ins with counselors. The Santa Cruz COE has created an interactive food distribution map that the public, along with our colleagues, can reference.

Provide a description of the steps that have been taken by the LEA to continue delivering high-quality distance learning opportunities.

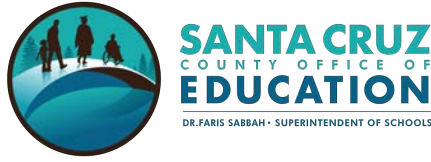
We are extremely proud of our dedicated educators who were thrust into distance learning. Our team participated in extensive professional learning through webinars, group professional learning, and individual coaching to transition their curriculum and instruction practices. Our educators were encouraged to utilize technology when possible such as Google Classroom, however, we understand that distance learning is a continuum that encompasses both educators and students who are at different comfort levels with regard to utilizing technology. Our dedicated staff distribute technology Monday-Friday. All students who need a computer have been loaned a Chromebook. Our local internet service providers have offered temporary free internet service to families who qualify. The Santa Cruz COE purchased new Chromebooks and hot spots that were deployed to families who were not able to access the free internet services and still needed internet access at home. Our teachers have gone to great lengths to personalize each student's educational experience. Teachers have phone and virtual meetings with students individually and group sessions when appropriate. Students have virtual tutoring sessions with teachers and instructional support staff. Additionally, teachers, counselors, and college and career counselors, have virtual meetings that focus on supporting the social-emotional and personal growth of students. Students work virtually with our college and career team to enroll in courses at our local community college. Resource teachers connect with each student on their caseload and support them through their work and connect with teachers and administration on their progress. Student IEP meetings continue virtually to ensure student supports are being continued to the extent possible. Our probation department meets regularly to discuss the progress of students on probation and students at our juvenile hall facility experience virtual learning and support from their teacher and instructional support staff.

Provide a description of the steps that have been taken by the LEA to provide school meals while maintaining social distancing practices.

The Santa Cruz COE has provided school lunches Monday-Friday throughout the school closures. Our amazing and dedicated staff are trained in how to safely provide school lunches and they are provided with protective gear. We distribute meals through curbside pick-up and grab and go. Initially we had food service locations throughout the county and we streamlined our lunch service based upon demand. When the schools initially closed we had signs posted at all campuses and families were notified of food service locations through email and phone calls. We continuously update the list of food service locations through the Santa Cruz COE interactive food map which locates free meal services throughout the county. Teachers and support staff are in constant communication with families to ensure families are aware and have access to the food resources available county-wide. Parents, guardians, and students are able to pick up school lunches and there is no requirement that the student must be with the parent. We promote the food offerings from our local food banks which occur frequently throughout the county. We have distributed flyers with the food bank information, including locations and times families can pick up food. Our entire community has come together to support families and their nutritional needs.

Provide a description of the steps that have been taken by the LEA to arrange for supervision of students during ordinary school hours.

Internally, our teachers, counselors, and support staff have been checking in with all of our students. We have developed an engagement system to track teacher connections with students so that we can leverage all support agencies when needed. Our Court and Community School administrators meet weekly with teachers and support staff to discuss student engagement and coordination of support services. Teachers and administrators stay connected with our probation department to coordinate services and support students on probation. The Santa Cruz COE has worked hard to promote student support services as well as available childcare services. Our Santa Cruz COE Student Services Department provides and promotes parent support groups during school closures. Our Child Development Resource Center provides information on all childcare offerings for essential workers. The Santa Cruz COE has provided a network of support for childcare providers during this time and has created an extensive campaign to ensure all districts are aware and push out information regarding childcare availability. The Santa Cruz COE works closely with the Santa Cruz County Health Service Agency and provides the most current information to all employees. The Santa Cruz COE has a COVID-19 web page on our COE website that is continuously updated with resources. Our county Superintendent has a weekly meeting with all COE staff to discuss updates and promote resources available, especially those that support the supervision of students and support of families.



SANTA CRUZ COUNTY BOARD OF EDUCATION

AGENDA ITEM

Board Meeting Date: June 18, 2020

☒ Action

☐ Information

TO: Santa Cruz County Board of Education

FROM: John Rice, Senior Director, Alternative Education

SUBJECT: CAC COVID-19 Written Report

BACKGROUND

It is recommended that the Board adopt the CAC COVID-19 Written Report. The EO N-26-20 states the form will report at a minimum, a description of how the LEA is meeting the needs of unduplicated pupils, defined consistent with Ed Code 42238.02(b)(1), during the period of school closures specifically how the LEA continued delivering high quality distance learning opportunities, provided school meals, and to the extent practicable, arrange for the supervision of students during ordinary school hours.

SUPERINTENDENT'S RECOMMENDATION FOR BOARD ACTION:

Approve report.

FUNDING IMPLICATIONS

Included within report.



COVID-19 Operations Written Report for Career Advancement Charter, Adult Re-entry High School for Santa Cruz County Office of Education

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone	Date of Adoption
Career Advancement Charter, Adult Re-entry High School for Santa Cruz County Office of Education	Jenny Russell Lead Teacher	jrussell@santacruzcoe.org (831) 588-6500	

Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broader understanding of the changes your LEA has put in place. LEAs are strongly encouraged to provide descriptions that do not exceed 300 words.

Provide an overview explaining the changes to program offerings that the LEA has made in response to school closures to address the COVID-19 emergency and the major impacts of the closures on students and families.

Prior to the Santa Cruz Countywide school closures that commenced on March 16, 2020, the Career Advancement Charter (CAC) teachers prepared a minimum of four weeks of coursework for all students in anticipation of a potential closure. We greatly appreciate the countywide leadership of all district Superintendents and the Santa Cruz COE (SCCOE) Superintendent Dr. Sabbah who decided early in this crisis to work collectively and make decisions as a county. Families in our Career Advancement Charter Adult Re-entry high schools, along with families across the county receive the same weekly communication from the team of Superintendents. Additionally, teachers and site staff communicated directly with all students and families. Prior to the March 16th school closures all instructors completed a Distance Learning Plan spreadsheet which aligns with the SCCOE and includes distance learning plans, student information, and if the student needed any technology to complete distance learning. As the situation evolved and it became clear that this would not be a temporary situation we planned and implemented a three phased distance learning plan that involved supporting technology needs of students, supporting teachers through the transition to distance learning, focusing on student and family engagement, nutrition support, social-emotional support, continuing support for students with special needs, and continuing academic progress. The SCCOE Board has been continuously updated by the Superintendent. The CAC works closely with our local SELPA leadership and our SPED teacher closely monitors the progress of special education students. We have planned and implemented grading and credit guidelines that hold students harmless and we have planned unique graduation celebrations approved by the Health Department. Weekly, Administrators meet with all staff during weekly meetings to discuss student and program progress.

Provide a description of how the LEA is meeting the needs of its English learners, foster youth and low-income students.

The Career Advancement Charter staff are bilingual in Spanish and English. We work in close partnership with our authorizing agency, the SCCOE, to ensure communication is made available to students and families in the home language of our adult student. All communication from the Superintendent is made available in English and Spanish. The bilingual teachers and staff communicate regularly with English Learner students and their families. Students who are English learners continue to be provided with integrated ELD curriculum. The CAC works with our Foster Youth Liaisons who support qualifying students. Administrators meet weekly with teachers and discuss the progress and supports for all students. Across the county, our adult learners and their families who are socioeconomically disadvantaged have access to school lunches Monday-Friday and our local food bank has been offering expanded locations for food pick up throughout the county. All students have access to social-emotional support through virtual check-ins with teachers. The SCCOE has created an interactive food distribution map that the public, along with our colleagues, can reference.

Provide a description of the steps that have been taken by the LEA to continue delivering high-quality distance learning opportunities.

In response to school closures, the CAC teachers and staff quickly expanded on available online and remote learning resources for students. CAC staff attended California Adult Education Program webinars, county professional development and weekly staff training via Zoom. The CAC teachers collaborated to streamline instruction in order to cohesively meet the needs of all students, regardless of tech resources or internet access. CAC staff distributed Chromebooks and Hotpots to all students who needed them. Our local internet service providers have offered temporary free internet service to families who qualify. Teachers and staff are in daily contact with each student via text, email, phone call, Zoom, google classroom comments, and the all-group Remind application to disseminate ongoing news and updates relating to school events and resources that are available throughout the community. Students have virtual tutoring sessions with teachers and instructional support staff. Additionally, teachers, have virtual meetings that focus on supporting the social-emotional and personal growth of students. Teachers also assist students to enroll in courses at our local community college. Our SPED teacher connects with each student on their caseload and support them through their work and connect with teachers and administration on their progress. Student IEP meetings continue virtually to ensure student supports are being continued to the extent possible. Our probation department meets regularly to discuss the progress of students on probation and students in the locked facility experience receive continued support from their teacher and instructional support staff.

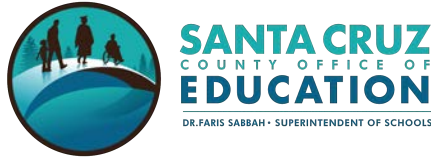
Provide a description of the steps that have been taken by the LEA to provide school meals while maintaining social distancing practices.

Our authorizing agency, the SCCOE, has provided school lunches Monday-Friday throughout the school closures, using protective gear and following all safety food serving protocols. Meals are distributed through curbside pick-up and grab and go. When the schools initially closed we had signs posted at all campuses and families were notified of food service locations through email and phone calls. We continuously update the list of food service locations through the SCCOE interactive food map which locates free meal services throughout the county. Teachers and support staff are in constant communication with families to ensure families are aware and have access to the food resources available county-wide. Any and all parents, guardians, and students are able to pick up school lunches and there is no requirement that the student

must be with the parent. We promote the food offerings from our local food banks which occur frequently throughout the county. We have distributed flyers with the food bank information, including locations and times families can pick up food. Our entire community has come together to support families and their nutritional needs.

Provide a description of the steps that have been taken by the LEA to arrange for supervision of students during ordinary school hours.

The Career Advancement Charter teachers, staff and principal have been checking in with all of our adult re-entry students on a daily basis. We have developed a comprehensive shared, internal data tracking system so that we streamline referrals and support services in partnership with the SCCOE. Our CAC Probation Services teacher stays connected with our probation department to coordinate services and support students on probation. We share ongoing information from the Child Development Resources Center on all childcare offerings that are available for essential workers. Our authorizing agency, the SCCOE has provided a network of support for childcare providers during this time and has created an extensive campaign to ensure all districts are aware and push out information regarding childcare availability. The SCCOE works closely with the Santa Cruz County Health Service Agency and provides the most current information to all employees. The SCCOE has a COVID-19 web page on our COE website that is continuously updated with resources. Our county Superintendent has a weekly meeting with all COE staff, including the CAC, to discuss updates and promote resources available, especially those that support the supervision of students and support of families.



SANTA CRUZ COUNTY BOARD OF EDUCATION

AGENDA ITEM

Board Meeting Date: June 18, 2020

☒ X

Action



Information

TO: Dr. Faris Sabbah, County Superintendent of Schools

FROM: Megan Tresham, Principal, Cypress Charter High School

SUBJECT: Santa Cruz County Career Cypress Charter High School COVID-19 Written Report

BACKGROUND

It is recommended that the Board adopt the Cypress High School COVID-19 Written Report. The EO N-26-20 states the form will report at a minimum, a description of how the LEA is meeting the needs of unduplicated pupils, defined consistent with Ed Code 42238.02(b)(1), during the period of school closures specifically how the LEA continued delivering high quality distance learning opportunities, provided school meals, and to the extent practicable, arrange for the supervision of students during ordinary school hours.

SUPERINTENDENT'S RECOMMENDATION FOR BOARD ACTION:

Approve report.

FUNDING IMPLICATIONS

Included within report.

COVID-19 Operations Written Report

Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broader understanding of the changes your LEA has put in place. LEAs are strongly encouraged to provide descriptions that do not exceed 300 words.

Provide an overview explaining the changes to program offerings that the LEA has made in response to school closures to address the COVID-19 emergency and the major impacts of the closures on students and families.

Prior to the Santa Cruz County-wide school closures that commenced on March 16, 2020, Cypress Charter High School teachers made a plan to transition all coursework to google classroom in anticipation of a potential closure. Coursework was made available to all students via this online platform. All students had training and experience working with the google suite of applications which aided in the ease and smoothness of the transition. We are thankful for the countywide leadership of all district Superintendents and the Santa Cruz COE Superintendent Dr. Sabbah who decided early in this crisis to work collectively and make decisions as a county. Cypress worked closely with the COE to provide regular communication with students and families. Additionally, teachers communicated daily with students and the counselor and principal reached out regularly to families and students to provide support, encouragement and to troubleshoot any issues the students were experiencing. We surveyed families about their technology and were able to provide a chromebook to any student without a reliable device at home. As the situation evolved and it became clear that this would not be a temporary situation Cypress teachers adjusted their teaching plans to include more synchronous learning time via zoom and googlemeet. Teachers focused on delivering instruction in the most effective way possible, with a focus on continued academic growth. Admin and Counseling focused on ensuring student access by supporting technology needs, student engagement, providing social-emotional support, sharing resources for food insecure families, and supporting teachers in the change from classroom based instruction to distance learning. We implemented a new “hold harmless” grading policy through staff collaboration and administration worked closely with our Special Education teacher to ensure all students were able to access their coursework by meeting one on one with each student at least once a week. We held IEPs and counselling sessions over zoom. Staff met twice weekly to discuss student progress in classes and developed support plans for students who were struggling. Finally, we adapted our graduation ceremony to be inline with the Santa Cruz Co. Health Dept. guidelines.

Provide a description of how the LEA is meeting the needs of its English learners, foster youth and low-income students.

Cypress Charter High School ensured communication was made available in the home language of the family. All communication from the Superintendent is made available in English and Spanish. Teachers utilize a myriad of translation services to communicate with families and our multilingual colleagues reach out to our English Learner families. Cypress worked closely with our Foster Youth Liaison who supports our foster youth students. Administrators meet weekly with teachers and discuss the progress and supports for all students, especially our foster youth students, SpEd and English Learners. Admin communicated with the Foster Youth Liaison regarding the progress of our foster youth. Across Santa Cruz County socioeconomically disadvantaged students and their families have access to school lunches Monday-Friday and our local food bank has been offering expanded locations for food pick up throughout the county. All students have access to social-emotional support through virtual check-ins with our counselor. The Santa Cruz COE created an interactive food distribution map that the public, along with our colleagues, can reference. Cypress shared this map extensively in the weekly newsletter that went home to families and students.

Provide a description of the steps that have been taken by the LEA to continue delivering high-quality distance learning opportunities.

All Cypress teachers and staff worked together to ensure a smooth and consistent transition to online learning. As our teachers were already utilizing online classroom management tools through Google, we were quickly able to shift our curriculum entirely to this platform. Staff met regularly to discuss curriculum delivery and to troubleshoot any issues that arose. We coordinated when and how often students were assigned work by their teachers as well as how work was graded. We aimed for as much consistency as possible to ease the transition for our students. We provided chromebooks to any student that needed one. Additionally we personalized instruction and content as much as possible to support individual student's learning needs. Teachers held virtual classes every week and supplemented with online videos and assignments. They also met virtually with individual students to reteach content, to support writing and math skills development and sometimes just to offer support and encouragement. Our counselor held regular virtual meetings with at-risk students to ensure continuity of support. Staff and administration kept in regular communications with parents and students via a weekly newsletter, phone calls, email and virtual meetings. Our resource teacher connected with each student on their caseload 1-2 times weekly to support them with their work and connect with teachers and administration on their progress. Student IEP meetings continued virtually to ensure student supports were being delivered to the extent possible.

Provide a description of the steps that have been taken by the LEA to provide school meals while maintaining social distancing practices.

Cypress Charter High School coordinates with the Live Oak School District to provide school lunches to our students. Live Oak SD continues to provide meals to students throughout the closure, streamlining services according to demand. As our students live throughout the county and not just in the boundaries of LOSD, we continuously send information and an interactive map to families that shows all locations in the county where meal service is available. Teachers and support staff maintain constant communication with families to ensure they were aware of, and have access to, the food resources available county-wide. Any and all parents, guardians, and students are able to pick up school lunches. We also promoted the food offerings from our local food banks which occur frequently throughout the county. We have distributed flyers with the food bank information, including locations and times families can pick up food. Our entire community has come together to support families and their nutritional needs.

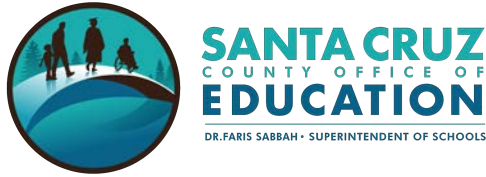
Provide a description of the steps that have been taken by the LEA to arrange for supervision of students during ordinary school hours.

Cypress teachers, the counselor, admin and support staff have been checking in with all of our students on a weekly basis. The principal and counselor kept a log of student contact and reported important information and needs to the whole staff during weekly meetings. We made referrals to county agencies as appropriate to support our students and families. We provided clear, timely and consistent information and ensured that the class schedule- time assignments were posted, time visual classes met, etc. was consistent and communicated regularly so students and families knew when things were happening and what the expectations were of students. We shared child care and resource information made available by the Santa Cruz COE both with families and staff. We referred our families to the COVID-19 web page on our COE website that is continuously updated with resources. It was directly linked in every newsletter sent to families. Our county Superintendent

has a weekly meeting with all COE staff to discuss updates and promote resources available, especially those that support the supervision of students and support of families.

The Santa Cruz COE works closely with the Santa Cruz County Health Service Agency and provides the most current information to all employees.

June 2020



SANTA CRUZ COUNTY BOARD OF EDUCATION

AGENDA ITEM

Board Meeting Date: June 18, 2020

☒

Action



Information

TO: Santa Cruz County Board of Education

FROM: Rebecca Olker, Interim Deputy Superintendent, Business Services

SUBJECT: Resolution #20-16 In Support of Propositions 30 and 55, Education Protection Act Funds (Santa Cruz County Office of Education)

BACKGROUND

Proposition 30 provides local education agencies revenue from the Education Protection Act fund established in 2012-13. Proposition 55 extends Proposition 30. The fund does not supply new funding to districts - it maintained the level of funding owed to districts. The funds must be used for educational expenses and explicitly cannot be used for administration. The Santa Cruz County Office of Education will utilize the funds to support the education programs in 2020-2021 primarily for Alternative Education and CTEP/ROP.

SUPERINTENDENT'S RECOMMENDATION FOR BOARD ACTION:

Approve Resolution #20-16.

FUNDING IMPLICATIONS

Continue as per the State budget allocation.

[Click Here for COVID-19 Related Resources](#)

FISCAL REPORT

Ask SSC . . . What Is the Education Protection Account?



BY SHEILA G. VICKERS

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posted March 4, 2020

Q. I'm new to the school district's budget office and learning the ins and outs of calculating our revenues. I see that there is an amount on our Local Control Funding Formula (LCFF) calculation that is labeled "Education Protection Account Entitlement." Can you please tell me what this is?

A. The genesis of the Education Protection Act (EPA) was originally through voter approval of Proposition 30 in 2012. Billed as an initiative to provide more funding for education, in reality it increased overall state revenues by authorizing two temporary tax increases—the sales tax increase was authorized for four years and the income tax increase was effective for seven years. The sales tax increase expired on December 31, 2016. The income tax increase, which was scheduled to expire on December 31, 2018, was extended through 2030 by voter approval of Proposition 55 in 2016.

The EPA is the fund into which the increased revenues are deposited for the purpose of distributing to California school agencies. The funds received from the EPA cannot be used "for salaries or benefits of administrators or any other administrative costs." Therefore, the following requirements still apply to local school agencies with respect to funds received from the EPA:

- Adopt a spending plan in the public session of a meeting of the Governing Board before the fiscal year begins
- Post a report on the website of the amount of EPA funds received and how the funds were spent
- Make the necessary information available for the external auditor to confirm compliance during the annual financial audit

EPA funds are an offset to state aid—one more slice of the pie that makes up your LCFF entitlement. So when the EPA goes away upon expiration of the temporary taxes in 2030, state aid will be needed to backfill the amounts that have been going to local school agencies.



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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

RESOLUTION #20-16
RESOLUTION IN SUPPORT OF PROPOSITIONS 30 AND 55 REGARDING THE
EDUCATION FUNDS ACT (SANTA CRUZ COUNTY OFFICE OF EDUCATION)

WHEREAS, the voters approved Proposition 30 on November 6, 2012 and Proposition 55 on November 8, 2016;

WHEREAS, Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012; (sunsetting 12/31/2017), and Proposition 55 Article XIII, Section 36 to the California Constitution effective November 8, 2016 (commencing 01/01/2018);

WHEREAS, the provisions of Article XIII, Section 36(e) create in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f);

WHEREAS, before June 30th of each year, the Department of Finance shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year;

WHEREAS, if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within ten days preceding the end of the fiscal year;

WHEREAS, all monies in the Education Protection Account are hereby continuously appropriated for the support of school districts, county offices of education, charter schools and community college districts;

WHEREAS, monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the Legislature, the Governor or any agency of state government;

WHEREAS, a community college district, county office of education, school district, or charter school shall have the sole authority to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction;

WHEREAS, the governing board of the district shall make the spending determinations with respect to monies received from the Education Protection Account in open session of a public meeting of the governing board;

WHEREAS, the monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost;

WHEREAS, each community college district, county office of education, school district and charter school shall annually publish on its Internet website an accounting of how much money was received from the Education Protection Account and how that money was spent;

WHEREAS, the annual independent financial and compliance audit required of community college districts, county offices of education, school districts and charter schools shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, Section 36 of the California Constitution;

WHEREAS, expenses incurred by community college districts, county offices of education, school districts and charter schools to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education Protection Act and shall not be considered administrative costs for purposes of Article XIII, Section 36.

NOW, THEREFORE, IT IS HEREBY RESOLVED:

1. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the governing board of the Santa Cruz County Office of Education;
2. In compliance with Article XIII, Section 36(e), with the California Constitution, the governing board of the Santa Cruz County Office of Education has determined to spend the monies received from the Education Protection Act as attached.

PASSED and ADOPTED this **18th** day of **June 2020**:

Ayes:

Nays:

Abstain:

Absent:

Sue Roth
Board President

Dr. Faris Sabbah, County Superintendent
of Schools
Board Secretary



SANTA CRUZ COUNTY BOARD OF EDUCATION

AGENDA ITEM

Board Meeting Date: June 18, 2020

☒

Action



Information

TO: Santa Cruz County Board of Education

FROM: Rebecca Olker, Interim Deputy Superintendent, Business Services

SUBJECT: Resolution #20-17 In Support of Propositions 30 and 55, Education Protection Act Funds (Career Advancement Charter)

BACKGROUND

Proposition 30 provides local education agencies revenue from the Education Protection Act fund established in 2012-13. Proposition 55 extends Proposition 30. The fund does not supply new funding to districts - it maintained the level of funding owed to districts. The funds must be used for educational expenses and explicitly cannot be used for administration. The Santa Cruz County Career Advancement Charter will utilize the funds to support the education programs in 2020-2021 primarily for instructional salaries and classroom expenditures.

SUPERINTENDENT'S RECOMMENDATION FOR BOARD ACTION:

Approve Resolution #20-17.

FUNDING IMPLICATIONS

[Click Here for COVID-19 Related Resources](#)

FISCAL REPORT

Ask SSC . . . What Is the Education Protection Account?



BY SHEILA G. VICKERS

Copyright 2020 School Services of California, Inc.

posted March 4, 2020

Q. I'm new to the school district's budget office and learning the ins and outs of calculating our revenues. I see that there is an amount on our Local Control Funding Formula (LCFF) calculation that is labeled "Education Protection Account Entitlement." Can you please tell me what this is?

A. The genesis of the Education Protection Act (EPA) was originally through voter approval of Proposition 30 in 2012. Billed as an initiative to provide more funding for education, in reality it increased overall state revenues by authorizing two temporary tax increases—the sales tax increase was authorized for four years and the income tax increase was effective for seven years. The sales tax increase expired on December 31, 2016. The income tax increase, which was scheduled to expire on December 31, 2018, was extended through 2030 by voter approval of Proposition 55 in 2016.

The EPA is the fund into which the increased revenues are deposited for the purpose of distributing to California school agencies. The funds received from the EPA cannot be used "for salaries or benefits of administrators or any other administrative costs." Therefore, the following requirements still apply to local school agencies with respect to funds received from the EPA:

- Adopt a spending plan in the public session of a meeting of the Governing Board before the fiscal year begins
- Post a report on the website of the amount of EPA funds received and how the funds were spent
- Make the necessary information available for the external auditor to confirm compliance during the annual financial audit

EPA funds are an offset to state aid—one more slice of the pie that makes up your LCFF entitlement. So when the EPA goes away upon expiration of the temporary taxes in 2030, state aid will be needed to backfill the amounts that have been going to local school agencies.



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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

RESOLUTION #20-17
RESOLUTION IN SUPPORT OF PROPOSITIONS 30 AND 55 REGARDING THE
EDUCATION FUNDS ACT (CAREER ADVANCEMENT CHARTER)

WHEREAS, the voters approved Proposition 30 on November 6, 2012 and Proposition 55 on November 8, 2016;

WHEREAS, Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012; (sunsetting 12/31/2017), and Proposition 55 Article XIII, Section 36 to the California Constitution effective November 8, 2016 (commencing 01/01/2018);

WHEREAS, the provisions of Article XIII, Section 36(e) create in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f);

WHEREAS, before June 30th of each year, the Department of Finance shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year;

WHEREAS, if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within ten days preceding the end of the fiscal year;

WHEREAS, all monies in the Education Protection Account are hereby continuously appropriated for the support of school districts, county offices of education, charter schools and community college districts;

WHEREAS, monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the Legislature, the Governor or any agency of state government;

WHEREAS, a community college district, county office of education, school district, or charter school shall have the sole authority to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction;

WHEREAS, the governing board of the district shall make the spending determinations with respect to monies received from the Education Protection Account in open session of a public meeting of the governing board;

WHEREAS, the monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost;

WHEREAS, each community college district, county office of education, school district and charter school shall annually publish on its Internet website an accounting of how much money was received from the Education Protection Account and how that money was spent;

WHEREAS, the annual independent financial and compliance audit required of community college districts, county offices of education, school districts and charter schools shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, Section 36 of the California Constitution;

WHEREAS, expenses incurred by community college districts, county offices of education, school districts and charter schools to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education Protection Act and shall not be considered administrative costs for purposes of Article XIII, Section 36.

NOW, THEREFORE, IT IS HEREBY RESOLVED:

1. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the governing board of the Santa Cruz County Office of Education as oversight authority for the Santa Cruz County Career Advancement Charter;
2. In compliance with Article XIII, Section 36(e), with the California Constitution, the governing board of the Santa Cruz County Office of Education has determined to spend the monies received from the Education Protection Act as attached.

PASSED and ADOPTED by the Board of Education of Santa Cruz County on this **18th day of June, 2020** by the following vote:

AYES:

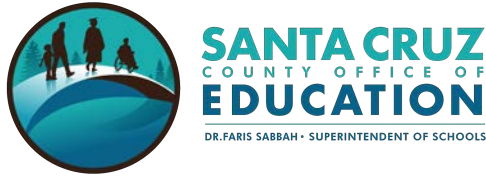
NAYS:

ABSTAIN:

ABSENT:

Board President
Santa Cruz County Board of Education

Faris M. Sabbah, Secretary
Santa Cruz County Superintendent of Schools



SANTA CRUZ COUNTY BOARD OF EDUCATION

AGENDA ITEM

Board Meeting Date: June 18, 2020

☒

Action



Information

TO: Santa Cruz County Board of Education

FROM: Rebecca Olker, Interim Deputy Superintendent, Business Services

SUBJECT: Resolution #20-18 In Support of Propositions 30 and 55, Education Protection Act Funds (Cypress Charter High School)

BACKGROUND

Proposition 30 provides local education agencies revenue from the Education Protection Act fund established in 2012-13. Proposition 55 extends Proposition 30. The fund does not supply new funding to districts - it maintained the level of funding owed to districts. The funds must be used for educational expenses and explicitly cannot be used for administration. Santa Cruz County Cypress Charter High School will utilize the funds to support the education programs in 2020-2021 primarily for instructional salaries and classroom expenditures.

SUPERINTENDENT'S RECOMMENDATION FOR BOARD ACTION:

Approve Resolution #20-18.

FUNDING IMPLICATIONS

Included within report.

[Click Here for COVID-19 Related Resources](#)

FISCAL REPORT

Ask SSC . . . What Is the Education Protection Account?



BY SHEILA G. VICKERS

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posted March 4, 2020

Q. I'm new to the school district's budget office and learning the ins and outs of calculating our revenues. I see that there is an amount on our Local Control Funding Formula (LCFF) calculation that is labeled "Education Protection Account Entitlement." Can you please tell me what this is?

A. The genesis of the Education Protection Act (EPA) was originally through voter approval of Proposition 30 in 2012. Billed as an initiative to provide more funding for education, in reality it increased overall state revenues by authorizing two temporary tax increases—the sales tax increase was authorized for four years and the income tax increase was effective for seven years. The sales tax increase expired on December 31, 2016. The income tax increase, which was scheduled to expire on December 31, 2018, was extended through 2030 by voter approval of Proposition 55 in 2016.

The EPA is the fund into which the increased revenues are deposited for the purpose of distributing to California school agencies. The funds received from the EPA cannot be used "for salaries or benefits of administrators or any other administrative costs." Therefore, the following requirements still apply to local school agencies with respect to funds received from the EPA:

- Adopt a spending plan in the public session of a meeting of the Governing Board before the fiscal year begins
- Post a report on the website of the amount of EPA funds received and how the funds were spent
- Make the necessary information available for the external auditor to confirm compliance during the annual financial audit

EPA funds are an offset to state aid—one more slice of the pie that makes up your LCFF entitlement. So when the EPA goes away upon expiration of the temporary taxes in 2030, state aid will be needed to backfill the amounts that have been going to local school agencies.



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

RESOLUTION #20-18
RESOLUTION IN SUPPORT OF PROPOSITIONS 30 AND 55 REGARDING THE
EDUCATION FUNDS ACT (CYPRESS CHARTER HIGH SCHOOL)

WHEREAS, the voters approved Proposition 30 on November 6, 2012 and Proposition 55 on November 8, 2016;

WHEREAS, Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012; (sunsetting 12/31/2017), and Proposition 55 Article XIII, Section 36 to the California Constitution effective November 8, 2016 (commencing 01/01/2018);

WHEREAS, the provisions of Article XIII, Section 36(e) create in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f);

WHEREAS, before June 30th of each year, the Department of Finance shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year;

WHEREAS, if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within ten days preceding the end of the fiscal year;

WHEREAS, all monies in the Education Protection Account are hereby continuously appropriated for the support of school districts, county offices of education, charter schools and community college districts;

WHEREAS, monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the Legislature, the Governor or any agency of state government;

WHEREAS, a community college district, county office of education, school district, or charter school shall have the sole authority to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction;

WHEREAS, the governing board of the district shall make the spending determinations with respect to monies received from the Education Protection Account in open session of a public meeting of the governing board;

WHEREAS, the monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost;

WHEREAS, each community college district, county office of education, school district and charter school shall annually publish on its Internet website an accounting of how much money was received from the Education Protection Account and how that money was spent;

WHEREAS, the annual independent financial and compliance audit required of community college districts, county offices of education, school districts and charter schools shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, Section 36 of the California Constitution;

WHEREAS, expenses incurred by community college districts, county offices of education, school districts and charter schools to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education Protection Act and shall not be considered administrative costs for purposes of Article XIII, Section 36.

NOW, THEREFORE, IT IS HEREBY RESOLVED:

1. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the governing board of the Santa Cruz County Office of Education as oversight authority for the Santa Cruz County Cypress Charter High School;
2. In compliance with Article XIII, Section 36(e), with the California Constitution, the governing board of the Santa Cruz County Office of Education has determined to spend the monies received from the Education Protection Act as attached.

PASSED and ADOPTED by the Board of Education of Santa Cruz County on this **18th day of June, 2020** by the following vote:

AYES:

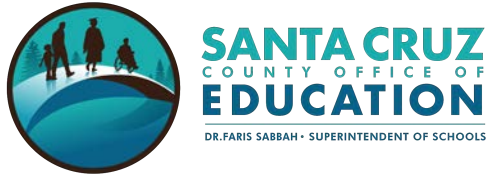
NAYS:

ABSTAIN:

ABSENT:

Board President
Santa Cruz County Board of Education

Faris M. Sabbah, Secretary
Santa Cruz County Superintendent of Schools



SANTA CRUZ COUNTY BOARD OF EDUCATION

AGENDA ITEM

Board Meeting Date: June 18, 2020

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Action

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Information

TO: Santa Cruz County Board of Education

FROM: Community Outreach & Legislative Committee

SUBJECT: Resolution #20-19 In Support of Equity and Anti-Racism In Schools

BACKGROUND

The board will be asked to consider adoption of a resolution in support of the Black Lives Matter and its allies in the movement for freedom, justice, and equality, and in support of the Santa Cruz County Office of Education's efforts to develop equitable educational policies and practices that help disrupt the structures of racism.

SUPERINTENDENT'S RECOMMENDATION FOR BOARD ACTION:

Approve Resolution #20-19.

FUNDING IMPLICATIONS

Included within report.



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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

RESOLUTION #20-19
IN SUPPORT OF EQUITY AND ANTI-RACISM IN SCHOOLS

WHEREAS, throughout our nation's history, institutional and structural racism and injustice have led to deepening racial disparities across all sectors of society and have had lasting negative consequences for our communities, cities, and nation; and

WHEREAS, Americans' lives are often limited and injured in differing ways shaped by their race, gender, wealth, and political power; and

WHEREAS, understanding conditions for African-Americans today requires acknowledging the history and continuing legacy of slavery and colonialism, and

WHEREAS, throughout our nation's history, institutional racism has permeated government, education, business, civic, and cultural life, continuing to the present in many forms; and

WHEREAS, institutional and structural racism have led to deepening racial disparities across all sectors of society, damaging many lives, with lasting negative consequences for our communities, cities, and nation; and

WHEREAS, the maintenance of systemic racism has depended on the use of violence to uphold its dominance over society, in such forms as lynchings, mob attacks on African-American communities, and police brutality; and

WHEREAS, the education provided to most young Americans of all races omits a significant amount of information about the nature, history, and solutions to American racism; and

WHEREAS, the education provided to most young Americans of all races omits a significant amount of information about the contributions of African-Americans to creating and shaping the intellectual, artistic, scientific, industrial, and cultural character of our nation; and

WHEREAS, recent events have brought heightened awareness across American society of the need for substantial change in our institutions, including in education, and the need to make a commitment to deep and lasting dismantling of the structures of racism, injustice, and inequality; and

WHEREAS, our public schools can be facilitators of the limitless growth potential of all people, with a charge to instill in our youth a belief that every person deserves to live with dignity, be valued for their inherent humanity, and be treated ethically; and

NOW, THEREFORE, BE IT RESOLVED, that the Santa Cruz County Board of Education supports Black Lives Matter and its allies in the movement for freedom, justice and equality; and

BE IT FURTHER RESOLVED, that the Santa Cruz County Board of Education understands and takes responsibility for its role in addressing the concerns cited herein; and

BE IT FURTHER RESOLVED, that the Santa Cruz County Board of Education values the diversity that exists among our students, staff, families, and community members;

BE IT FURTHER RESOLVED, that the Santa Cruz County Board of Education is committed to educational policies and practices that promote the full recognition of African-American history, contributions to society, and struggles for freedom and justice; and

BE IT FURTHER RESOLVED, that the Santa Cruz County Board of Education is committed to educational policies and practices that help repair the institutions damaged by racism; and

BE IT FURTHER RESOLVED, that the Santa Cruz County Board of Education is committed to promoting equity in our schools and communities by embracing courageous conversations about race so that we can collectively transform our schools and communities into welcoming places of acceptance, safety, accountability, equitable opportunity, and a sense of belonging; and

BE IT FURTHER RESOLVED, that the Santa Cruz County Board of Education supports efforts by the County Office of Education and local school districts to utilize restorative justice practices, implicit bias training, ethnic studies course offerings, and resources that foster dialogue around the guiding principles of Black Lives Matter; and

BE IT FURTHER RESOLVED, that the Santa Cruz County Board of Education supports educational curricula appropriate at all levels that fills the gaps in education about African-Americans, as well as about all of the Indigenous and immigrant communities that make up our nation; and

BE IT FURTHER RESOLVED, that the Santa Cruz County Board of Education calls upon state and federal governments to assure that funding is securely available to allow school districts and county offices of education to fulfill the targeted goals of this resolution without sacrificing other educational goals and programs.

PASSED and ADOPTED by the Board of Education of Santa Cruz County on this **18th day of June, 2020** by the following vote:

AYES:

NAYS:

ABSTAIN:

ABSENT:

Board President
Santa Cruz County Board of Education

Faris M. Sabbah, Secretary
Santa Cruz County Superintendent of Schools



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

SANTA CRUZ COUNTY BOARD OF EDUCATION

AGENDA ITEM

Board Meeting Date: June 18, 2020

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Action

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Information

TO: Santa Cruz County Board of Education

FROM: Community Outreach & Legislative Committee

SUBJECT: Resolution #20-20 In Support of Protection of State Education Funding

BACKGROUND

The Board will be asked to consider approval of a resolution in support of the protection of California funding for public schools in light of the COVID-19 pandemic.

SUPERINTENDENT'S RECOMMENDATION FOR BOARD ACTION:

Approve Resolution #20-20.

FUNDING IMPLICATIONS

Included within report.



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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

RESOLUTION #20-20
IN SUPPORT OF STATE EDUCATION FUNDING IN LIGHT OF IMPACTS ASSOCIATED
WITH THE COVID-19 PANDEMIC

WHEREAS, school districts and county offices of education rapidly adapted under constantly changing and challenging circumstances caused by the COVID-19 pandemic to continue delivering high-quality education to all students while safeguarding public health; and

WHEREAS, the challenges caused by an abrupt shift to distance learning has forced local educational agencies (LEAs) already faced with budget deficits to purchase additional supplies, adopt new supports and tailor resources to shifting student needs to ensure learning continues; and

WHEREAS, LEAs continue to provide other critical services to students and families, including meal distribution, access to technology, and mental and behavioral health services while grappling with an impending economic recession that is projected to cause a severe decline in revenues; and

WHEREAS, local budgets are quickly being drained of reserves hit by extreme upticks in unemployment rates and other impacts caused by COVID-19; and

WHEREAS, The Santa Cruz County Office of Education is incurring new costs to effectively respond to COVID-19; and

WHEREAS, public schools need substantial funding now in order to all at once overhaul operations to accommodate distance learning and other support services for all students; and

WHEREAS, the Centers for Disease Control and Prevention recommends in its latest guidance that schools should consider remaining closed until districts can “encourage social distancing through increased spacing, small groups and limited mixing between groups,” and “intensify cleaning, disinfection and ventilation,” and “train all employees on health and safety protocols;” and

WHEREAS, many uncertainties remain over how schools will operate upon students' return to campus in regard to staggered schedules, smaller class sizes, additional deep cleanings and other changes proposed by state officials in order to maintain a healthy environment for pupils, educators and staff; and

WHEREAS, recent analysis by the Learning Policy Institute found almost 320,000 teaching jobs could be lost nationwide if states cut their education budgets by 15 percent in response to COVID-19 economic impacts, resulting in increased class sizes; and

WHEREAS, a California School Boards Association survey of LEAs in March found that even before COVID-19, 77 percent of districts showed fiscal stress and are in deficit spending; and

WHEREAS, the CSBA survey also found that more than one-third of districts were already considering layoffs based on the January budget proposal; and

WHEREAS, conservative cost estimates from San Diego Unified and Los Angeles Unified suggest that districts have assumed added costs of approximately \$400 per student equating to statewide costs as high as \$2.4 billion above the Proposition 98 Guarantee; and

WHEREAS, the Governor's proposed May Revision includes a 10 percent cut to the Local Control Funding Formula, a \$19 billion decline in Proposition 98 and other reductions in education spending that would hobble the Santa Cruz County Office of Education's ability to reopen safely and effectively; and

WHEREAS, the \$31 billion in dedicated emergency funding for K-12 and higher education provided by the Coronavirus Aid, Relief, and Economic Security (CARES) Act falls far short of the 2009 American Recovery and Reinvestment Act, the Great Recession-era stimulus, which provided \$100 billion for education with investments in both state fiscal stabilization funds as well as public school categorical programs including Title I and the Individuals with Disabilities Education Act; and

WHEREAS, the proposed \$3 trillion federal Health and Economic Recovery Omnibus Emergency Solutions (HEROES) Act, which would provide \$100.15 billion in total school funding — including about \$58 billion for K-12 in a state fiscal stabilization fund to be distributed based on the Title I funding formula — is welcome, but still insufficient for ensuring student success and safety during this time; and

WHEREAS, a May 12 letter to members of Congress from CSBA and other education partners petitioned for, among other things, the authorization of an additional \$175 billion in federal relief funds for distribution to schools in 2020–21 and 2021–22, the creation of a \$13 billion Emergency Relief Fund to cover increased costs associated with serving students with

individualized education programs (IEPs) during the COVID-19 crisis, expanded E-Rate eligible services and an additional \$2 billion in E-Rate program funding; and

WHEREAS, an April analysis by the Collaborative for Student Growth predicted a loss of 30 percent of the typical yearly gains in reading and nearly a full year behind in math for students in grades 3-8 due to the academic interruptions caused by COVID-19; and

WHEREAS, The Santa Cruz County Office of Education needs additional funding to ensure that all its students are able to make up for lost learning time and receive a world-class education in a safe, clean environment; and

WHEREAS, schools deserve financial support from the state that reflects the realistic challenges caused by COVID-19 now and when classrooms reopen.

NOW, THEREFORE BE IT RESOLVED, that the Santa Cruz County Board of Education calls on the Governor of California and State Legislature, inclusive of our state Senators and Assemblymembers, to prioritize stable public school funding in the 2020–21 state budget; and

BE IT FURTHER RESOLVED, that the Legislature pass a 2020–21 state budget, and that Gov. Gavin Newsom sign said budget, that includes:

- » The \$1.2 billion allocation included in the January budget proposal in on-going Proposition 98 funds for a statutory 2.29 percent cost-of-living increase; and
- » A repurposing of the \$1.5 billion in one-time proposals from the January budget to discretionary funding that schools can use to cover costs associated with COVID-19; and
- » A utilization of dollars within the State Reserve Fund — currently totaling more than \$17 billion — to support schools; and

BE IT FURTHER RESOLVED, that a bond be placed on the November ballot of at least \$2 billion to address broadband access needs in schools, particularly in rural areas; purchase computer hardware; and support school health and safety activities related to COVID-19.

PASSED and ADOPTED by the Board of Education of Santa Cruz County on this **18th day of June, 2020** by the following vote:

AYES:

NAYS:

ABSTAIN:

ABSENT:

Board President
Santa Cruz County Board of Education

Faris M. Sabbah, Secretary
Santa Cruz County Superintendent of Schools



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

SANTA CRUZ COUNTY BOARD OF EDUCATION

AGENDA ITEM

Board Meeting Date: June 18, 2020

☒

Action

☐

Information

TO: Santa Cruz County Board of Education

FROM: Community Outreach & Legislative Committee

SUBJECT: Resolution #20-21 In Support of Protection of Federal Education Funding

BACKGROUND

The Board will be asked to consider approval of a resolution in support of the protection of California funding for public schools in light of the COVID-19 pandemic.

SUPERINTENDENT'S RECOMMENDATION FOR BOARD ACTION:

Approve Resolution #20-21.

FUNDING IMPLICATIONS

Included within the report.



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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

RESOLUTION #20-21
IN SUPPORT OF FEDERAL EDUCATION FUNDING IN LIGHT OF IMPACTS ASSOCIATED
WITH THE COVID-19 PANDEMIC

WHEREAS, the COVID-19 pandemic has forced school districts and county offices of education to rapidly adapt under constantly changing and challenging circumstances to continue to deliver high-quality education to all students while safeguarding public health; and

WHEREAS, the challenges caused by an abrupt shift to distance learning have forced local educational agencies already faced with budget deficits to provide significant support and tailor resources to students to ensure learning continues; and

WHEREAS, public schools will need substantial funding in order to overhaul operations to accommodate distance learning for all students, as well as provide the support services and healthy meals they need to thrive in school; and

WHEREAS, the Centers for Disease Control and Prevention recommends in its latest guidance that schools should consider remaining closed until districts can “encourage social distancing through increased spacing, small groups and limited mixing between groups,” and “intensify cleaning, disinfection, and ventilation,” and “train all employees on health and safety protocols,” and

WHEREAS, state and local budgets are quickly being drained of reserves through extreme upticks in unemployment rates and other impacts caused by COVID-19; and

WHEREAS, California Assembly Budget Chair Phil Ting (D-San Francisco), said in an April 8 memo echoing a Department of Finance advisory that the state’s 2020–21 budget would need to be revisited and drastically scaled back from Gov. Gavin Newsom’s January proposal in response to the economic impacts of COVID-19; and

WHEREAS, Gov. Gavin Newsom’s proposed May Revise includes a 10 percent cut to the Local Control Funding Formula, a \$19 billion decline in Proposition 98 and other reductions in education spending that would hobble The Santa Cruz County Office of Education’s ability to reopen safely and effectively in the fall; and

WHEREAS, Gov. Newsom, in his May Budget Revision, said “If the federal government does what it must do under the circumstances to help states large and small across this nation, these cuts would go away;” and

WHEREAS, the latest UCLA Anderson Forecast for the nation, which represents only a preliminary estimate of the impact of the coronavirus on the economy, concludes that the 1.5 percent forecast for real GDP growth on a fourth-quarter to fourth-quarter basis “should be viewed as a midpoint between a minimal effect and a full-blown recession;” and

WHEREAS, the UCLA Anderson School of Management said the unemployment rate in California is expected to increase to 6.3 percent by the end of this year and is expected to continue to increase into 2021 with an average next year of 6.6 percent; and

WHEREAS, LEAs are working to continue to provide critical services to students and families, such as distance learning, meal pick-ups, access to technology, and mental and behavioral

WHEREAS, at the same time, LEAs including NAME OF DISTRICT/COE are incurring new costs to effectively respond to COVID-19, which adds to the severity of the economic recession; and

WHEREAS, the Coronavirus Aid, Relief, and Economic Security (CARES) Act provides \$13.5 billion for public school budgets to directly stabilize public school funding nationwide, as well as additional aid for child care, child nutrition and grants to provide mental health support to students; and

WHEREAS, the \$31 billion in dedicated emergency funding for K-12 and higher education provided by the CARES Act falls far short of the 2009 American Recovery and Reinvestment Act, the Great Recession-era stimulus, which provided \$100 billion for education with investments in both state fiscal stabilization funds as well as public school categorical programs including Title I and the Individuals with Disabilities Education Act; and

WHEREAS, the proposed \$3 trillion federal Health and Economic Recovery Omnibus Emergency Solutions (HEROES) Act, which would provide \$100.15 billion in total school funding, including about \$58 billion for K-12 in a state fiscal stabilization fund to be distributed based on the Title I funding formula, is welcome but still insufficient for ensuring student success and safety during this time; and

WHEREAS, a May 12 letter to members of Congress from CSBA and other education partners petitioned for, among other things, the authorization of an additional \$175 billion in federal relief funds for distribution to schools in 2020–21 and 2021–22, the creation of a \$13 billion Emergency Relief Fund to cover increased costs associated with serving students with

individualized education programs (IEPs) during the COVID-19 crisis, expanded E-Rate eligible services and additional \$2 billion in E-Rate program funding; and

WHEREAS, the Association of California School Administrators and the California School Boards Association in an April 15 letter to congressional leaders requested the next federal stimulus package include an additional \$175 billion under the Education Stabilization Fund for the Elementary and Secondary School Emergency Relief Fund; specific targeted funding support for students with disabilities and low-income students; and for mental health and trauma services for students, as well as waivers targeting a narrow set of requirements under IDEA that schools cannot safely meet under statewide shelter-in-place orders; and

WHEREAS, 35 U.S. senators, including California's Diane Feinstein and Kamala Harris, strongly urged Congress in an April 2 letter that the next coronavirus relief package include at least \$2 billion in E-Rate funds for schools and libraries to provide WiFi hotspots or other devices with WiFi capability to students without adequate connectivity at their home, noting the "homework gap" experienced by 12 million students in this country who do not have internet access at home and are unable to complete their homework; and

WHEREAS, the Public Policy Institute of California found in 2019 that nearly 16 percent (roughly 945,000) of California's school-aged children had no internet connection at home in 2017, while 27 percent (about 1.7 million) did not have broadband access; and

WHEREAS, the issue is even more prevalent for low-income households and students in rural areas; and

WHEREAS, research shows that students without home internet access have lower reading, math and science scores, which is likely to be exacerbated as schools nationwide transition from in-person instruction to distance learning; and

WHEREAS, Gov. Gavin Newsom sent a letter to Senate Majority Leader Mitch McConnell, Senate Democratic Leader Chuck Schumer, Speaker of the House Nancy Pelosi and House Republican Leader Kevin McCarthy on March 19 requesting additional federal assistance to supplement California's efforts to prepare for a COVID-19 surge; and

WHEREAS, national education organizations including the National Education Association, the American Federation of Teachers, The School Superintendents Association, the Council of Great City Schools, the National Parent Teachers Association and the National School Boards Association have called upon Congress to provide \$200 billion to begin providing relief to public schools throughout the country.

NOW, THEREFORE BE IT RESOLVED, that the Board of Education of the Santa Cruz County Board of Education calls on our Congressional delegation, inclusive of our United States

Senators and House of Representatives, and the Governor of California to advocate for additional federal funding to prioritize stable public school funding.

PASSED and ADOPTED this 18th day of June 2020.

AYES:

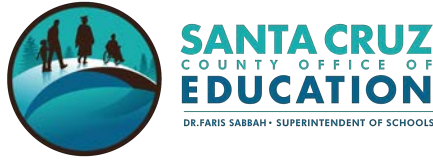
NAYS:

ABSTENTIONS:

ABSENT:

Sue Roth
Board President

**Dr. Faris Sabbah, County Superintendent
of Schools**
Board Secretary



SANTA CRUZ COUNTY BOARD OF EDUCATION

AGENDA ITEM

Board Meeting Date: June 18, 2020

☐

Action

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Information

TO: Dr. Faris Sabbah, County Superintendent of Schools

FROM: Rebecca Olker, Interim Deputy Superintendent, Business Services
Melissa Lopez, Director, Fiscal Services

SUBJECT: Santa Cruz County Office of Education Public Hearing re: Proposed
2020-2021 Budget

BACKGROUND

The Santa Cruz County Office of Education's 2020-2021 Budget is presented for public comment in accordance with EDC § 1620 et seq., 24103. A copy of the budget will be available upon request.

SUPERINTENDENT'S RECOMMENDATION FOR BOARD ACTION:

Open, Conduct, & Close the Public Hearing.

FUNDING IMPLICATIONS


Funding implications outlined within the attached budget.



MEMO

DATE: June 18, 2020

TO: Santa Cruz County Board of Education

FROM: Rebecca Olker 
Interim Deputy Superintendent, Business Services

RE: SCCOE 2020-21 Adopted Budget

Financial Certification Status:

This Adopted budget document for fiscal year 2020-21 contains the fiscal projections for the Santa Cruz County Office of Education (SCCOE) for the Estimated Actuals of 2019-20, the 2020-21 Adopted Budget and projected budgets for the two subsequent fiscal years. The reports indicate the SCCOE during these years will meet its fiscal needs and responsibilities, and therefore we anticipate that this budget will be approved by the California Department of Education (CDE). The projections for revenues are based upon recommended economic projections by School Services of California (SSC) and the Department of Finance (DOF). Specific projection assumptions are contained within the Multiple Year Projection document.

Top Level Summary

Highlights of the general fund budget for this Adopted Budget report include:

- The COLA for 2020-21 is estimated at 2.31% with a deficit factor of 10%, creating a Funded COLA of (7.92%). The COLA is expected to remain flat over the 2021-22 and 2022-23 fiscal years. Although the SCCOE is under the hold harmless status and does not recognize any of the COLA increases in the budget for LCFF funding, we are subject to the 10% deficit factor. It is important to note that we are projecting a significant reduction in Local Control Funding Formula (LCFF) revenues resulting in expenditure reductions, per the Governor's May Revise, which is the most current information known at this time. Once the state budget is finalized at the end of June, and other federal funding is known, likely in July, we will adjust our revenue and expenditure budgets based on that revised data.
- PERS and STRS rates have been reduced per the proposed buy down in the May Revise.
- Step, Column and Health and Welfare adjustments are incorporated into each of the out years. The Health and Welfare benefit increase is estimated at 5% in both years.
- One-time expenditures were eliminated from the out year budgets.
- California School Districts and County Offices are anticipating Federal funding to mitigate some of the projected reductions that are being incorporated into the 2020-21 Adopted Budgets statewide. At this time, the specific details are unknown as to how California will allocate all of the Federal funding that was included in the May Revise, therefore, most of those dollars are excluded from this 2020-21 Budget and multi-year projections.
- Any additional Federal funding that may be received is also unknown at this time and has not been included.

cc: Dr. Faris Sabbah, County Superintendent of Schools
Melissa Lopez, Director, Fiscal Services

ANNUAL BUDGET REPORT:
July 1, 2020 Budget Adoption

This budget was developed using the state-adopted Criteria and Standards. ~~It includes the expenditures necessary to implement the Local Control and Accountability Plan (LCAP) or annual update to the LCAP that will be effective for the budget year.~~ The budget was filed and adopted subsequent to a public hearing by the County Board of Education pursuant to Education Code sections 1620, 1622, 33129, ~~52066, 52067, and 52068.~~

Public Hearing:

Adoption Date: June 18, 2020

Place: Santa Cruz, CA

Date: June 18, 2020

Time: 4:00 PM

Signed: _____

Clerk/Secretary of the County Board
(Original signature required)

Contact person for additional information on the budget reports:

Name: Melissa Lopez

Title: Director, Fiscal Services

Telephone: (831) 466-5616

E-mail: mlopez@santacruzcoe.org

To update our mailing database, please complete the following:

Superintendent's Name: Dr. Faris Sabbah

Chief Business Official's Name: Rebecca Olker

CBO's Title: Interim Deputy Superintendent, Busines

CBO's Telephone: (831) 466-5630

Criteria and Standards Review Summary

The following summary is automatically completed based on data provided in the Criteria and Standards Review (Form 01CS). Criteria and standards that are "Not Met" and supplemental information and additional fiscal indicators that are "Yes" may indicate areas of potential concern for fiscal solvency purposes and should be carefully reviewed.

CRITERIA AND STANDARDS			Met	Not Met
1a	Average Daily Attendance (ADA) - County Operations Grant	Projected County Operations Grant ADA has not been overestimated by more than the standard for the first prior fiscal year, or two or more of the previous three fiscal years.		X
1b	ADA - County Programs	Projected ADA for county programs has not exceeded the standard for the budget and two subsequent fiscal years.		X

CRITERIA AND STANDARDS (continued)			Met	Not Met
2	Local Control Funding Formula (LCFF) Revenue	Projected change in LCFF revenue is within the standard for the budget and two subsequent fiscal years.		X
3	Salaries and Benefits	Projected total salaries and benefits are within the standard for the budget and two subsequent fiscal years.		X
4a	Other Revenues	Projected operating revenues (e.g., federal, other state, and other local) are within the standard for the budget and two subsequent fiscal years.	X	
4b	Other Expenditures	Projected expenditures (e.g., books and supplies, and services and other operating) are within the standard for the budget and two subsequent fiscal years.		X
5	Ongoing and Major Maintenance Account	If applicable, required contribution to the ongoing and major maintenance account (i.e., restricted maintenance account) is included in the budget.	X	
6	Deficit Spending	Unrestricted deficit spending, if any, has not exceeded the standard for two or more of the last three fiscal years.	X	
7	Fund Balance	Unrestricted county school service fund beginning balance has not been overestimated by more than the standard for two or more of the last three fiscal years.	X	
8	Reserves	Projected available reserves (e.g., reserve for economic uncertainties, unassigned/unappropriated amounts) meet minimum requirements for the budget and two subsequent fiscal years.	X	

SUPPLEMENTAL INFORMATION			No	Yes
S1	Contingent Liabilities	Are there known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) that may impact the budget?	X	
S2	Using One-time Revenues to Fund Ongoing Exps.	Are there ongoing county school service fund expenditures in excess of one percent of the total county school service fund expenditures that are funded with one-time resources?		X
S3	Using Ongoing Revenues to Fund One-time Exps.	Are there large non-recurring county school service fund expenditures that are funded with ongoing county school service fund revenues?	X	
S4	Contingent Revenues	Are any projected revenues for the budget or two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?	X	
S5	Contributions	Have contributions from unrestricted to restricted resources, or transfers to or from the county school service fund to cover operating deficits, changed by more than the standard for the budget or two subsequent fiscal years?		X

SUPPLEMENTAL INFORMATION (continued)			No	Yes
S6	Long-term Commitments	Does the county office have long-term (multiyear) commitments or debt agreements?		X
		• If yes, have annual payments for the budget or two subsequent fiscal years increased over prior year's (2019-20) annual payment?		X
S7a	Postemployment Benefits Other than Pensions	Does the county office provide postemployment benefits other than pensions (OPEB)?		X
		• If yes, are they lifetime benefits?	X	
		• If yes, do benefits continue beyond age 65?	X	
		• If yes, are benefits funded by pay-as-you-go?	X	
S7b	Other Self-insurance Benefits	Does the county office provide other self-insurance benefits (e.g., workers' compensation)?		X
S8	Status of Labor Agreements	Are salary and benefit negotiations still open for:	X	
		• Certificated? (Section S8A, Line 1)		X
		• Classified? (Section S8B, Line 1)	X	
S9	Local Control and Accountability Plan (LCAP)	• Did or will the county office of education's governing board adopt an LCAP or an update to the LCAP effective for the budget year?		X
		• Adoption date of the LCAP or an update to the LCAP:	N/A	
S10	LCAP Expenditures	Does the county office of education's budget include the expenditures necessary to implement the LCAP or annual update to the LCAP as described in the Local Control and Accountability Plan and Annual Update Template?	X	

ADDITIONAL FISCAL INDICATORS			No	Yes
A1	Negative Cash Flow	Do cash flow projections show that the county office will end the budget year with a negative cash balance in the county school service fund?	X	
A2	Independent Position Control	Is personnel position control independent from the payroll system?	X	
A3	Declining ADA	Is County Operations Grant ADA decreasing in both the prior fiscal year and budget year?	X	
A4	New Charter Schools Impacting County Office ADA	Are any new charter schools operating in county boundaries that are impacting the county office's ADA, either in the prior fiscal year or budget year?		X
A5	Salary Increases Exceed COLA	Has the county office entered into a bargaining agreement where any of the budget or subsequent fiscal years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?		X
A6	Uncapped Health Benefits	Does the county office provide uncapped (100% employer paid) health benefits for current or retired employees?	X	

ADDITIONAL FISCAL INDICATORS (continued)			No	Yes
A7	Fiscal Distress Reports	Does the county office have any reports that indicate fiscal distress? If yes, provide copies to the CDE.	X	
A8	Change of CBO or Superintendent	Have there been personnel changes in the superintendent or chief business official (CBO) positions within the last 12 months?		X

Provide methodology and assumptions used to estimate ADA, enrollment, revenues, expenditures, reserves and fund balance, and multiyear commitments (including cost-of-living adjustments).

Deviations from the standards must be explained and may affect the approval of the budget.

CRITERIA AND STANDARDS

1. CRITERION: Average Daily Attendance

A. STANDARD: Projected County Operations Grant average daily attendance (ADA) has not been overestimated in 1) the first prior fiscal year OR in 2) two or more of the previous three fiscal years by more than the following percentage levels:

Percentage Level	County Operations Grant ADA		
3.0%	0	to	6,999
2.0%	7,000	to	59,999
1.0%	60,000	and	over

County Office ADA (Form A, Estimated Funded ADA column, Line B5):

County Office County Operations Grant ADA Standard Percentage Level:

1A-1. Calculating the County Office's County Operations Grant ADA Variances

DATA ENTRY: Enter the County Operations Grant Funded ADA in the Original Budget column for all fiscal years. All other data are extracted or calculated

Fiscal Year	County Operations Grant Funded ADA			ADA Variance Level (If Budget is greater than Actuals, else N/A)	Status
	Original Budget (Form A, Line B5)	Estimated/Unaudited Actuals			
Third Prior Year (2017-18)	38,773.00	37,789.35		2.5%	Not Met
Second Prior Year (2018-19)	38,213.00			100.0%	Not Met
First Prior Year (2019-20)	37,428.58	37,306.28		0.3%	Met

1A-2. Comparison of County Office County Operations Grant ADA to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Projected County Operations Grant ADA has not been overestimated by more than the standard percentage level for the first prior year.

Explanation:
(required if NOT met)

1b. STANDARD NOT MET - Projected County Operations Grant ADA was estimated above the standard for two or more of the previous three years. Provide reasons for the overestimate, a description of the methods and assumptions used in projecting ADA, and what changes will be made to improve the accuracy of projections in this area.

Explanation:
(required if NOT met)

County Operations Grant ADA was inadvertently omitted from the 2018/19 Unaudited Actuals. At 2019/20 Adopted Budget the 2018/19 Funded ADA was 37,428.58, which is a 1.8% decline from 2018/19 Adopted Budget and is within the standard variance level.

1. CRITERION: Average Daily Attendance (continued)

B. STANDARD: Projected ADA for county operated programs for any of the budget year or two subsequent fiscal years has not increased from the historical average from the three prior fiscal years by more than two percent (2%) each year.

1B-1. Calculating the County Office's Historical Average Projected ADA for County Operated Programs

DATA ENTRY: All data are extracted or calculated.

Average Daily Attendance (Form A, Estimated Actuals, Funded ADA)

Fiscal Year	County and Charter School Alternative Education Grant ADA (Form A, Lines B1d and C2d)	District Funded County Program ADA (Form A, Line B2g)	County Operations Grant ADA (Form A, Line B5)	Charter School ADA and Charter School Funded County Program ADA (Form A, Lines C1 and C3f)
Third Prior Year (2017-18)	834.15	139.34	37,789.35	0.00
Second Prior Year (2018-19)	861.01	21.80		0.00
First Prior Year (2019-20)	865.38	88.90	37,306.28	0.00
Historical Average:	853.51	83.35	25,031.88	0.00

County Office's County Operated Programs ADA Standard:

Budget Year (2020-21) (historical average plus 2%):	870.58	85.02	25,532.52	0.00
1st Subsequent Year (2021-22) (historical average plus 4%):	887.65	86.68	26,033.16	0.00
2nd Subsequent year (2022-23) (historical average plus 6%):	904.72	88.35	26,533.79	0.00

1B-2. Calculating the County Office's Projected ADA for County Operated Programs

DATA ENTRY: Budget year data will be extracted from Form A. Enter the remaining data in each of the 1st and 2nd Subsequent Years. If Form MYP exists, County Operations Grant ADA will be extracted for the two subsequent fiscal years.

Average Daily Attendance (Form A, Estimated Funded ADA)

Fiscal Year	County and Charter School Alternative Education Grant ADA (Form A, Lines B1d and C2d)	District Funded County Program ADA (Form A, Line B2g)	County Operations Grant ADA (Form A, Line B5)	Charter School ADA and Charter School Funded County Program ADA (Form A, Lines C1 and C3f)
Budget Year (2020-21)	965.00	88.90	37,306.28	0.00
1st Subsequent Year (2021-22)	965.00	88.90	37,306.28	
2nd Subsequent Year (2022-23)	965.00	88.90	37,306.28	
Status:	Not Met	Not Met	Not Met	Not Met

1B-3. Comparison of County Office Projected County Operated Programs ADA to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD NOT MET - Projected ADA for county operated programs is above the standard for one or more of the budget or two subsequent fiscal years. Provide reasons why the projection(s) exceed the standard, a description of the methods and assumptions used in projecting ADA, and what changes, if any, will be made to bring the projected ADA within the standard.

Explanation:
(required if NOT met)

Increasing projected ADA in Alternative Education to account for students who will transition to Alternative Education from the Santa Cruz County Cypress Charter High School in 2020/21.

2. CRITERION: LCFF Revenue

STANDARD: Projected local control funding formula (LCFF) revenue for any of the budget year or two subsequent fiscal years has not changed from the prior fiscal year by more than the change in population, plus the county office's gap funding or its cost-of-living adjustment (COLA)¹ plus or minus one percent.

For excess property tax counties, projected LCFF revenue has not changed from the prior fiscal year by more than the percent change in property tax revenues plus or minus one percent.

¹ County offices that are already at or above their LCFF target funding level receive no gap funding. These county offices have a COLA applied to their LCFF target, but their year-over-year revenue increase might be less than the statutory COLA due to certain local factors and components of the funding formula.

2A. County Office's LCFF Revenue Standard

Indicate which standard applies:

LCFF Revenue

Excess Property Tax/Minimum State Aid

The County office must select which LCFF revenue standard applies.

LCFF Revenue Standard selected: LCFF Revenue

2A-1. Calculating the County Office's LCFF Revenue Standard

DATA ENTRY: Section I, enter applicable data for all fiscal years. Section I-a is completed by a county office funded at Target, and Section I-b is completed by a county office funded at Hold Harmless. Section II, enter data in Step 2b1 for all fiscal years. Section III, all data are extracted or calculated. Section IV, enter data in Step 1a for the two subsequent fiscal years, Step 2b1 for all fiscal years, and Step 2b3 for current year only. All other data are extracted or calculated.

NOTE: Enter data in Section I, Line c1 and Section IV only if the county office has charter school funded county program ADA corresponding to financial data reported in Fund 01. Due to the full implementation of LCFF, gap funding is no longer applicable. Regardless of the standard selected, criterion 2A-1 must be completed to obtain the total change in population and funding level.

Projected LCFF Revenue

Select County Office's LCFF revenue funding status:

At Target

If status is at target, then COLA amount in Step 2b2 is used in Step 2c in Sections II and III.

Hold Harmless

If status is hold harmless, then amount in Step 2c is zero in Sections II and III.

Status: Hold Harmless

I. LCFF Funding

a. COE funded at Target LCFF

a1. COE Operations Grant

a2. COE Alternative Education Grant

b. COE funded at Hold Harmless LCFF

c. Charter Funded County Program

c1. LCFF Entitlement

d. Total LCFF

(Sum of a or b, and c)

Prior Year
(2019-20)

Budget Year
(2020-21)

1st Subsequent Year
(2021-22)

2nd Subsequent Year
(2022-23)

	N/A	N/A	N/A	N/A
	0.00	0.00	0.00	0.00

II. County Operations Grant

Step 1 - Change in Population

a. ADA (Funded)

(Form A, line B5 and Criterion 1B-2)

b. Prior Year ADA (Funded)

c. Difference (Step 1a minus Step 1b (At Target) or 0 (Hold Harmless))

d. Percent Change Due to Population
(Step 1c divided by Step 1b)

37,306.28	37,306.28	37,306.28	37,306.28
	37,306.28	37,306.28	37,306.28
	0.00	0.00	0.00
	0.00%	0.00%	0.00%

Step 2 - Change in Funding Level

a. Prior Year LCFF Funding

(Section I-a1 (At Target) or Section I-b (Hold Harmless), prior year column)

b1. COLA percentage (if COE is at target)

b2. COLA amount (proxy for purposes of this criterion)

c. Total Change (Step 2b2 (At Target) or 0 (Hold Harmless))

d. Percent Change Due to Funding Level
(Step 2c divided by Step 2a)

0.00	0.00	0.00
0.00	0.00	0.00
0.00	0.00	0.00
0.00%	0.00%	0.00%

Step 3 - Weighted Change in Population and Funding Level

- a. Percent change in population and funding level
(Step 1d plus Step 2d)
- b. LCFF Percent allocation (Section I-a1 divided by Section I-d (At Target)
or Section I-b divided by Section I-d (Hold Harmless))
- c. Weighted Percent change
(Step 3a x Step 3b)

0.00%	0.00%	0.00%
0.00%	0.00%	0.00%
0.00%	0.00%	0.00%

III. Alternative Education Grant

Step 1 - Change in Population

- a. ADA (Funded) (Form A, lines
B1d, C2d, and Criterion 1B-2)
- b. Prior Year ADA (Funded)
- c. Difference (Step 1a minus Step 1b)
- d. Percent Change Due to Population
(Step 1c divided by Step 1b)

Prior Year (2019-20)	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
865.38	965.00	965.00	965.00
	865.38	965.00	965.00
	99.62	0.00	0.00
	11.51%	0.00%	0.00%

Step 2 - Change in Funding Level

- a. Prior Year LCFF Funding
(Section I-a2 (At Target) or Section I-b (Hold Harmless), prior year column)
- b1. COLA percentage (if COE is at target) (Section II-Step 2b1)
- b2. COLA amount (proxy for purposes of this criterion)
- c. Total Change (Step 2b2 (At Target) or 0 (Hold Harmless))
- d. Percent Change Due to Funding Level
(Step 2c divided by Step 2a)

0.00	0.00	0.00
0.00%	0.00%	0.00%
0.00	0.00	0.00
0.00	0.00	0.00
0.00%	0.00%	0.00%

Step 3 - Weighted Change in Population and Funding Level

- a. Percent change in population and funding level (Step 1d plus Step 2d)
- b. LCFF Percent allocation (Section I-a2 divided by Section I-d (At Target)
or Section I-b divided by Section I-d (Hold Harmless))
- c. Weighted Percent change
(Step 3a x Step 3b)

11.51%	0.00%	0.00%
0.00%	0.00%	0.00%
0.00%	0.00%	0.00%

IV. Charter Funded County Program

Step 1 - Change in Population

- a. ADA (Funded)
(Form A, line C3f)
- b. Prior Year ADA (Funded)
- c. Difference (Step 1a minus Step 1b)
- d. Percent Change Due to Population
(Step 1c divided by Step 1b)

Prior Year (2019-20)	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
0.00	0.00		
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00%	0.00%	0.00%

Step 2 - Change in Funding Level

- a. Prior Year LCFF Funding (Section I-c1, prior year column)
- b1. COLA percentage
- b2. COLA amount (proxy for purposes of this criterion)
- c. Percent Change Due to Funding Level
(Step 2b2 divided by Step 2a)

0.00	0.00	0.00
0.00	0.00	0.00
0.00%	0.00%	0.00%

Step 3 - Weighted Change in Population and Funding Level

- a. Percent change in population and funding level (Step 1d plus Step 2c)
- b. LCFF Percent allocation (Section I-c1 divided by Section I-d)
- c. Weighted Percent change
(Step 3a x Step 3b)

0.00%	0.00%	0.00%
0.00%	0.00%	0.00%
0.00%	0.00%	0.00%

V. Weighted Change

- a. Total weighted percent change
(Step 3c in sections II, III and IV)

Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
0.00%	0.00%	0.00%

LCFF Revenue Standard (line V-a, plus/minus 1%):

-1.00% to 1.00%	-1.00% to 1.00%	-1.00% to 1.00%
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2B. Alternate LCFF Revenue Standard - Excess Property Tax / Minimum State Aid

DATA ENTRY: If applicable to your county office, input data in the 1st and 2nd Subsequent Years for projected local property taxes; all other data are extracted or calculated.

Excess Property Tax or Minimum State Aid County Office Projected LCFF Revenue

	Prior Year (2019-20)	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Projected local property taxes (Form 01, Objects 8021 - 8089)	12,712,701.00	12,712,701.00	12,712,701.00	12,712,701.00
Excess Property Tax/Minimum State Aid Standard (Percent change over previous year, plus/minus 1%):		N/A	N/A	N/A

2C. Calculating the County Office's Projected Change in LCFF Revenue

DATA ENTRY: Enter data in the 1st and 2nd Subsequent Years for LCFF Revenue; all other data are extracted or calculated.

	Prior Year (2019-20)	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
1. LCFF Revenue (Fund 01, Objects 8011, 8012, 8020-8089)	28,827,106.00	27,537,112.00	27,537,112.00	27,537,112.00
County Office's Projected Change in LCFF Revenue:		-4.47%	0.00%	0.00%
Standard:		-1.00% to 1.00%	-1.00% to 1.00%	-1.00% to 1.00%
Status:		Not Met	Met	Met

2D. Comparison of County Office LCFF Revenue to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD NOT MET - Projected change in LCFF revenue is outside the standard in one or more of the budget or two subsequent fiscal years. Provide reasons why the projection(s) exceed the standard(s) and a description of the methods and assumptions used in projecting LCFF revenue.

Explanation:
(required if NOT met)

2020/21 Budget year LCFF revenue projection has been decreased consistent with the recommendations from School Services of California based on the May Revise. Projected LCFF revenue include anticipated ADA increase for the students transitioning to Alternative Education from the Santa Cruz County Cypress Charter High School.

3. CRITERION: Salaries and Benefits

STANDARD: Projected total salaries and benefits for any of the budget year or two subsequent fiscal years has not changed from the prior fiscal year amount by more than the change in funded COLA plus or minus five percent.

3A. Calculating the County Office's Salaries and Benefits Standard Percentages

DATA ENTRY: All data are extracted or calculated.

	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
1. County Office's Change in Funding Level (Criterion 2C):	-4.47%	0.00%	0.00%
2. County Office's Salaries and Benefits Standard (Line 1, plus/minus 5%):	-9.47% to .53%	-5.00% to 5.00%	-5.00% to 5.00%

3B. Calculating the County Office's Projected Change in Salaries and Benefits

DATA ENTRY: If Form MYP exists, Salaries and Benefits for the 1st and 2nd Subsequent Years will be extracted; if not, enter data for the two subsequent years. All other data are extracted or calculated.

Fiscal Year	Salaries and Benefits (Form 01, Objects 1000-3999) (Form MYP, Lines B1-B3)	Percent Change Over Previous Year	Status
First Prior Year (2019-20)	35,438,582.74		
Budget Year (2020-21)	37,820,324.52	6.72%	Not Met
1st Subsequent Year (2021-22)	38,748,164.32	2.45%	Met
2nd Subsequent Year (2022-23)	39,752,836.80	2.59%	Met

3C. Comparison of County Office Change in Salaries and Benefits to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD NOT MET - Projected ratio(s) of salary and benefit costs to total expenditures are outside the standard in one or more of the budget or two subsequent fiscal years. Provide reasons why the projection(s) exceed the standard, a description of the methods and assumptions used in projecting salaries and benefits, and what changes, if any, will be made to bring the projected salary and benefit costs within the standard.

Explanation:
(required if NOT met)

Budget Year 2020/21 includes 2% increases for Certificated, Management and Confidential which previously settled in June 2018. New positions added with funding related to Differentiated Assistance and a Strong Work Force grant.

4. CRITERION: Other Revenues and Expenditures

STANDARD: Projected operating revenues (including federal, other state, and other local) or expenditures (including books and supplies, and services and other operating), for any of the budget year or two subsequent fiscal years, have not changed from the prior fiscal year amount by more than the change in funded COLA plus or minus ten percent.

For each major object category, changes that exceed the percentage change in the funded COLA plus or minus five percent must be explained.

4A. Calculating the County Office's Other Revenues and Expenditures Standard Percentage Ranges

DATA ENTRY: All data are extracted or calculated.

	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
1. County Office's Change in Funding Level (Criterion 2C):	-4.47%	0.00%	0.00%
2. County Office's Other Revenues and Expenditures Standard Percentage Range (Line 1, plus/minus 10%):	-14.47% to 5.53%	-10.00% to 10.00%	-10.00% to 10.00%
3. County Office's Other Revenues and Expenditures Explanation Percentage Range (Line 1, plus/minus 5%):	-9.47% to .53%	-5.00% to 5.00%	-5.00% to 5.00%

4B. Calculating the County Office's Change by Major Object Category and Comparison to the Explanation Percentage Range (Section 4A, Line 3)

DATA ENTRY: If Form MYP exists, the 1st and 2nd Subsequent Year data for each revenue and expenditure section will be extracted; if not, enter data for the two subsequent years. All other data are extracted or calculated.

Explanations must be entered for each category if the percent change for any year exceeds the county office's explanation percentage range.

Object Range / Fiscal Year	Amount	Percent Change Over Previous Year	Change Is Outside Explanation Range
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Federal Revenue (Fund 01, Objects 8100-8299) (Form MYP, Line A2)

First Prior Year (2019-20)	6,368,308.82		
Budget Year (2020-21)	5,816,517.00	-8.66%	No
1st Subsequent Year (2021-22)	5,604,658.00	-3.64%	No
2nd Subsequent Year (2022-23)	5,429,658.00	-3.12%	No

Explanation:
(required if Yes)

Other State Revenue (Fund 01, Objects 8300-8599) (Form MYP, Line A3)

First Prior Year (2019-20)	5,643,760.27		
Budget Year (2020-21)	6,211,332.61	10.06%	Yes
1st Subsequent Year (2021-22)	5,971,615.61	-3.86%	No
2nd Subsequent Year (2022-23)	6,284,552.69	5.24%	Yes

Explanation:
(required if Yes)

Other State Revenue Increases in Budget Year 2020/21 include new or increased grant awards for Career Technical Education and Strong Work Force (Tech) programs in addition to projected increases in Special Education costs to the districts (obj 8311).

Other Local Revenue (Fund 01, Objects 8600-8799) (Form MYP, Line A4)

First Prior Year (2019-20)	9,570,406.02		
Budget Year (2020-21)	8,677,516.36	-9.33%	No
1st Subsequent Year (2021-22)	8,677,516.38	0.00%	No
2nd Subsequent Year (2022-23)	8,677,516.49	0.00%	No

Explanation:
(required if Yes)

Books and Supplies (Fund 01, Objects 4000-4999) (Form MYP, Line B4)

First Prior Year (2019-20)	2,549,720.70		
Budget Year (2020-21)	1,750,573.28	-31.34%	Yes
1st Subsequent Year (2021-22)	1,519,837.59	-13.18%	Yes
2nd Subsequent Year (2022-23)	1,473,289.69	-3.06%	No

Explanation:
(required if Yes)

Programs with carryover from 2018/19 were allocated as one-time funds for use in 2019/20. Increased budgeted funds in 2019/20 for costs associated with COVID-19 cleaning supplies and student technology devices for distance learning. The 2019/20 Adopted Budget had 1,824,784.71 budgeted for books supplies. For 1st subsequent year 2021/22 decreases in projected books and supplies are due to end of funding for CARES, ESSA, SWP, and TUPE grants.

Services and Other Operating Expenditures (Fund 01, Objects 5000-5999) (Form MYP, Line B5)

First Prior Year (2019-20)	9,567,637.24		
Budget Year (2020-21)	7,297,392.70	-23.73%	Yes
1st Subsequent Year (2021-22)	6,591,162.50	-9.68%	Yes
2nd Subsequent Year (2022-23)	6,507,077.40	-1.28%	No

Explanation:
(required if Yes)

Reduced services related to Career Technical Education grant ending 6/30/2021.

4C. Calculating the County Office's Change in Total Operating Revenues and Expenditures (Section 4A, Line 2)

DATA ENTRY: All data are extracted or calculated.

Object Range / Fiscal Year	Amount	Percent Change Over Previous Year	Status
----------------------------	--------	--------------------------------------	--------

Total Federal, Other State, and Other Local Revenue (Section 4B)

First Prior Year (2019-20)	21,582,475.11		
Budget Year (2020-21)	20,705,365.97	-4.06%	Met
1st Subsequent Year (2021-22)	20,253,789.99	-2.18%	Met
2nd Subsequent Year (2022-23)	20,391,727.18	0.68%	Met

Total Books and Supplies, and Services and Other Operating Expenditures (Section 4B)

First Prior Year (2019-20)	12,117,357.94		
Budget Year (2020-21)	9,047,965.98	-25.33%	Not Met
1st Subsequent Year (2021-22)	8,111,000.09	-10.36%	Not Met
2nd Subsequent Year (2022-23)	7,980,367.09	-1.61%	Met

4D. Comparison of County Office Total Operating Revenues and Expenditures to the Standard Percentage Range

DATA ENTRY: Explanations are linked from Section 4B if the status in Section 4C is not met; no entry is allowed below.

- 1a. STANDARD MET - Projected other operating revenues have not changed by more than the standard for the budget and two subsequent fiscal years.

Explanation:
Federal Revenue
(linked from 4B
if NOT met)

Explanation:
Other State Revenue
(linked from 4B
if NOT met)

Explanation:
Other Local Revenue
(linked from 4B
if NOT met)

- 1b. STANDARD NOT MET - Projected total operating expenditures changed by more than the standard in one or more of the budget or two subsequent fiscal years. Reasons for the projected change, descriptions of the methods and assumptions used in the projections, and what changes, if any, will be made to bring the projected operating expenditures within the standard must be entered in Section 4B above and will also display in explanation box below.

Explanation:
Books and Supplies
(linked from 4B
if NOT met)

Programs with carryover from 2018/19 were allocated as one-time funds for use in 2019/20. Increased budgeted funds in 2019/20 for costs associated with COVID-19 cleaning supplies and student technology devices for distance learning. The 2019/20 Adopted Budget had 1,824,784.71 budgeted for books supplies. For 1st subsequent year 2021/22 decreases in projected books and supplies are due to end of funding for CARES, ESSA, SWP, and TUPE grants.

Explanation:
Services and Other Exps
(linked from 4B
if NOT met)

Reduced services related to Career Technical Education grant ending 6/30/2021.

5. CRITERION: Facilities Maintenance

STANDARD: Confirm that the annual contribution for facilities maintenance funding is not less than the amount required pursuant to Education Code Section 17070.75, if applicable, and that the county office is providing adequately to preserve the functionality of its facilities for their normal life in accordance with Education Code sections 52066(d)(1) and 17002(d)(1).

Determining the County Office's Compliance with the Contribution Requirement for EC Section 17070.75 - Ongoing and Major Maintenance/Restricted Maintenance Account (OMMA/RMA)

NOTE: EC Section 17070.75 requires the county office to deposit into the account a minimum amount equal to or greater than three percent of the total unrestricted general fund expenditures and other financing uses for that fiscal year.

DATA ENTRY: All data are extracted or calculated. If standard is not met, enter an X in the appropriate box and enter an explanation, if applicable.

	Budgeted Unrestricted Expenditures and Other Financing Uses (Form 01, Resources 0000-1999, Objects 1000-7999)	3% Required Minimum Contribution (Unrestricted Budget times 3%)	Budgeted Contribution ¹ to the Ongoing and Major Maintenance Account	Status
Ongoing and Major Maintenance/Restricted Maintenance Account	28,535,961.14	856,078.83	856,100.00	Met

¹ Fund 01, Resource 8150, Objects 8900-8999

If standard is not met, enter an X in the box that best describes why the minimum required contribution was not made:

<input type="checkbox"/>	Not applicable (county office does not participate in the Leroy F. Greene School Facilities Act of 1998)
<input type="checkbox"/>	Other (explanation must be provided)

Explanation:
(required if NOT met
and Other is marked)

6. CRITERION: Deficit Spending

STANDARD: Unrestricted deficit spending (total unrestricted expenditures and other financing uses is greater than total unrestricted revenues and other financing sources), as a percentage of total unrestricted expenditures and other financing uses, has not exceeded one-third of the county office's available reserves¹ as a percentage of total expenditures and other financing uses², in two out of three prior fiscal years.

6A. Calculating the County Office's Deficit Spending Standard Percentage Levels

DATA ENTRY: All data are extracted or calculated.

	Third Prior Year (2017-18)	Second Prior Year (2018-19)	First Prior Year (2019-20)
1. County Office's Available Reserve Amounts (resources 0000-1999)			
a. Stabilization Arrangements (Funds 01 and 17, Object 9750)	0.00	0.00	0.00
b. Reserve for Economic Uncertainties (Funds 01 and 17, Object 9789)	2,520,010.20	2,570,903.12	2,621,903.12
c. Unassigned/Unappropriated (Funds 01 and 17, Object 9790)	0.00	0.00	0.00
d. Negative County School Service Fund Ending Balances in Restricted Resources (Fund 01, Object 979Z, if negative, for each of resources 2000-9999)	0.00	0.00	0.00
e. Available Reserves (Lines 1a through 1d)	2,520,010.20	2,570,903.12	2,621,903.12
2. Expenditures and Other Financing Uses			
a. County Office's Total Expenditures and Other Financing Uses (Fund 01, objects 1000-7999)	50,184,712.86	56,683,306.43	53,136,213.68
b. Plus: Special Education Pass-through Funds (Fund 10, resources 3300-3499 and 6500-6540, objects 7211-7213 and 7221-7223)	6,106,315.99	7,661,693.58	11,014,954.98
c. Total Expenditures and Other Financing Uses (Line 2a plus Line 2b)	56,291,028.85	64,345,000.01	64,151,168.66
3. County Office's Available Reserve Percentage (Line 1e divided by Line 2c)	4.5%	4.0%	4.1%
County Office's Deficit Spending Standard Percentage Levels (Line 3 times 1/3):	1.5%	1.3%	1.4%

¹Available reserves are the unrestricted amounts in the Stabilization Arrangements, Reserve for Economic Uncertainties, and Unassigned/Unappropriated accounts in the County School Service Fund and the Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the County School Service Fund.

² A county office of education that is the Administrative Unit (AU) of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

6B. Calculating the County Office's Deficit Spending Percentages

DATA ENTRY: All data are extracted or calculated.

Fiscal Year	Net Change in Unrestricted Fund Balance (Form 01, Section E)	Total Unrestricted Expenditures and Other Financing Uses (Form 01, Objects 1000-7999)	Deficit Spending Level (If Net Change in Unrestricted Fund Balance is negative, else N/A)	Status
Third Prior Year (2017-18)	3,338,264.76	28,523,092.45	N/A	Met
Second Prior Year (2018-19)	2,964,782.14	31,446,526.39	N/A	Met
First Prior Year (2019-20)	(1,910,941.78)	27,953,045.08	6.8%	Not Met
Budget Year (2020-21) (Information only)	(3,795,866.36)	28,535,961.14		

6C. Comparison of County Office Deficit Spending to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Unrestricted deficit spending, if any, has not exceeded the standard percentage level in two or more of the three prior years.

Explanation:
(required if NOT met)

Deficit spending in 2019/20 to cover one-time projects, increased expenditures related to COVID-19 (cleaning supplies, distance learning), estimated salary and benefit increases as well as contributions to Fd 09 to support Santa Cruz County Cypress Charter High School and Career Advancement Charter School. Projected deficit spending in 2020/21 continues to support estimated salary and benefit increases, contributions to Fd 09 to support Career Advancement Charter, and support to New Teacher Project and Outdoor Science School programs.

7. CRITERION: Fund Balance

STANDARD: Budgeted beginning unrestricted county school service fund balance has not been overestimated for two out of three prior fiscal years by more than the following percentage levels:

Percentage Level ¹	County Office Total Expenditures and Other Financing Uses ²	
1.7%	0	to \$6,317,999
1.3%	\$6,318,000	to \$15,794,999
1.0%	\$15,795,000	to \$71,078,000
0.7%	\$71,078,001	and over

¹ Percentage levels equate to a rate of deficit spending which would eliminate recommended reserves for economic uncertainties over a three year period.

² A county office of education that is the Administrative Unit of a Special Education Local Plan Area may exclude from its expenditures the distribution of funds to its participating members.

County Office's Expenditures and Other Financing
Uses (Criterion 8A1), plus SELPA Pass-through
(Criterion 7A2b) if Criterion 7A, Line 1 is No:

52,320,242

County Office's Fund Balance Standard Percentage Level:

1.0%

7A. Calculating the County Office's Special Education Pass-through Exclusions (only for county offices that serve as the AU of a SELPA)

DATA ENTRY: For SELPA AUs, if Form MYP exists, all data will be extracted including the Yes/No button selection. If not, click the appropriate Yes or No button for item 1 and, if Yes, enter data for item 2a and for the two subsequent years in item 2b; Budget Year data are extracted.

For county offices that serve as the AU of a SELPA (Form MYP, Lines F1a, F1b1, and F1b2):

1. Do you choose to exclude pass-through funds distributed to SELPA members from the calculations for fund balance and reserves?

Yes

2. If you are the SELPA AU and are excluding special education pass-through funds:

a. Enter the name(s) of the SELPA(s): North Santa Cruz County SELPA

b. Special Education Pass-through Funds
(Fund 10, resources 3300-3499 and 6500-6540,
objects 7211-7213 and 7221-7223):

Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
6,654,266.00	6,654,266.00	6,654,266.00

7B. Calculating the County Office's Unrestricted County School Service Fund Beginning Balance Percentages

DATA ENTRY: Enter data in the Original Budget column for the First, Second, and Third Prior Years; all other data are extracted or calculated.

Fiscal Year	Unrestricted County School Service Fund Beginning Balance ³ (Form 01, Line F1e, Unrestricted Column)	Beginning Fund Balance Variance Level (If overestimated, else N/A)	Status
Third Prior Year (2017-18)	15,810,183.95	18,663,585.25	Met
Second Prior Year (2018-19)	20,230,685.97	22,001,850.01	Met
First Prior Year (2019-20)	22,876,216.81	24,966,632.15	Met
Budget Year (2020-21) (Information only)	23,055,690.37		

³ Adjusted beginning balance, including audit adjustments and other restatements (objects 9791-9795)

7C. Comparison of County Office Unrestricted Beginning Fund Balance to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Unrestricted county school service fund beginning fund balance has not been overestimated by more than the standard percentage level for two or more of the previous three years.

Explanation:
(required if NOT met)

8. CRITERION: Reserves

STANDARD: Available reserves¹ for any of the budget year or two subsequent fiscal years are not less than the following percentages or amounts as applied to total expenditures and other financing uses²:

Percentage Level ³		County Office Total Expenditures and Other Financing Uses ³	
5% or \$71,000 (greater of)	0	to	\$6,317,999
4% or \$316,000 (greater of)	\$6,318,000	to	\$15,794,999
3% or \$632,000 (greater of)	\$15,795,000	to	\$71,078,000
2% or \$2,132,000 (greater of)	\$71,078,001	and	over

¹Available reserves are the unrestricted amounts in the Stabilization Arrangements, Reserve for Economic Uncertainties, and Unassigned/Unappropriated accounts in the County School Service Fund and the Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the County School Service Fund.

² A county office of education that is the Administrative Unit of a Special Education Local Plan Area may exclude from its expenditures the distribution of funds to its participating members.

³ Dollar amounts to be adjusted annually by the prior year statutory cost-of-living adjustment (Education Code Section 2574), rounded to the nearest thousand.

	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
County Office's Expenditures and Other Financing Uses (Criterion 8A1), plus SELPA Pass-through (Criterion 7A2b) if Criterion 7A, Line 1 is No:	52,320,242	52,311,116	53,185,155
County Office's Reserve Standard Percentage Level:	3%	3%	3%

8A. Calculating the County Office's Reserve Standard

DATA ENTRY: If Form MYP exists, 1st and 2nd Subsequent Year data for line 1 will be extracted; if not, enter data for the two subsequent years.
All other data are extracted or calculated.

	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
1. Expenditures and Other Financing Uses (Fund 01, objects 1000-7999) (Form MYP, Line B11)	52,320,241.81	52,311,115.65	53,185,154.91
2. Plus: Special Education Pass-through (Criterion 7A, Line 2b if Criterion 7A, Line 1 is No)	6,654,266.00	6,654,266.00	6,654,266.00
3. Total Expenditures and Other Financing Uses (Line A1 plus Line A2)	52,320,241.81	52,311,115.65	53,185,154.91
4. Reserve Standard Percentage Level	3%	3%	3%
5. Reserve Standard - by Percent (Line A3 times Line A4)	1,569,607.25	1,569,333.47	1,595,554.65
6. Reserve Standard - by Amount (From percentage level chart above)	632,000.00	632,000.00	632,000.00
7. County Office's Reserve Standard (Greater of Line A5 or Line A6)	1,569,607.25	1,569,333.47	1,595,554.65

8B. Calculating the County Office's Budgeted Reserve Amount

DATA ENTRY: If Form MYP exists, 1st and 2nd Subsequent Year data for lines 1 through 7 will be extracted; if not, enter data for the two subsequent years.
All other data are extracted or calculated.

Reserve Amounts

(Unrestricted resources 0000-1999 except lines 4, 8, and 9):

	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
1. County School Service Fund - Stabilization Arrangements (Fund 01, Object 9750) (Form MYP, Line E1a)	0.00	0.00	0.00
2. County School Service Fund - Reserve for Economic Uncertainties (Fund 01, Object 9789) (Form MYP, Line E1b)	0.00		
3. County School Service Fund - Unassigned/Unappropriated Amount (Fund 01, Object 9790) (Form MYP, Line E1c)	0.00	0.00	0.00
4. County School Service Fund - Negative Ending Balances in Restricted Resources (Fund 01, Object 979Z, if negative, for each of resources 2000-9999) (Form MYP, Line E1d)	0.00	0.00	0.00
5. Special Reserve Fund - Stabilization Arrangements (Fund 17, Object 9750) (Form MYP, Line E2a)	0.00		
6. Special Reserve Fund - Reserve for Economic Uncertainties (Fund 17, Object 9789) (Form MYP, Line E2b)	2,646,903.12	2,671,903.12	2,696,903.12
7. Special Reserve Fund - Unassigned/Unappropriated Amount (Fund 17, Object 9790) (Form MYP, Line E2c)	0.00		
8. County Office's Budgeted Reserve Amount (Lines B1 thru B7)	2,646,903.12	2,671,903.12	2,696,903.12
9. County Office's Budgeted Reserve Percentage (Information only) (Line 8 divided by Section 8A, Line 3)	5.06%	5.11%	5.07%
County Office's Reserve Standard (Section 8A, Line 7):	1,569,607.25	1,569,333.47	1,595,554.65
Status:	Met	Met	Met

8C. Comparison of County Office Reserve Amount to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Projected available reserves have met the standard for the budget and two subsequent fiscal years.

Explanation:
(required if NOT met)

SUPPLEMENTAL INFORMATION

DATA ENTRY: Click the appropriate Yes or No button for items S1 through S4. Enter an explanation for each Yes answer.

S1. Contingent Liabilities

- 1a. Does your county office have any known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) that may impact the budget?

No

- 1b. If Yes, identify the liabilities and how they may impact the budget:

S2. Use of One-time Revenues for Ongoing Expenditures

- 1a. Does your county office have ongoing county school service fund expenditures in the budget in excess of one percent of the total county school service fund expenditures that are funded with one-time resources?

Yes

- 1b. If Yes, identify the expenditures and explain how the one-time resources will be replaced to continue funding the ongoing expenditures in the following fiscal years:

Funds will be used to cover increased costs to CalPERS, CalSTRS, and Health & Welfare and to support programs in Budget Year 2020/21 due to statewide decreases in LCFF funding.

S3. Use of Ongoing Revenues for One-time Expenditures

- 1a. Does your county office have large non-recurring county school service fund expenditures that are funded with ongoing county school service fund revenues?

No

- 1b. If Yes, identify the expenditures:

S4. Contingent Revenues

- 1a. Does your county office have projected revenues for the budget year or either of the two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?

No

- 1b. If Yes, identify any of these revenues that are dedicated for ongoing expenses and explain how the revenues will be replaced or expenditures reduced:

S5. Contributions

Identify projected contributions from unrestricted resources in the county school service fund to restricted resources in the county school service fund for the budget year and two subsequent fiscal years. Provide an explanation if contributions have changed from prior fiscal year amounts by more than \$20,000 and more than ten percent. Explanation should include whether contributions are ongoing or one-time in nature.

Identify projected transfers to or from the county school service fund to cover operating deficits in either the county school service fund or any other fund for the budget year and two subsequent fiscal years. Provide an explanation if transfers have changed from prior fiscal year amounts by more than \$20,000 and more than ten percent. Explanation should include whether transfers are ongoing or one-time in nature.

Estimate the impact of any capital projects on the county school service fund operational budget.

County Office's Contributions and Transfers Standard: **-10.0% to +10.0%
or -\$20,000 to +\$20,000**

S5A. Identification of the County Office's Projected Contributions, Transfers, and Capital Projects that may Impact the County School Service Fund

DATA ENTRY: If Form MYP exists, the data will be extracted for the 1st and 2nd Subsequent Years. If Form MYP does not exist, enter data in the 1st and 2nd Subsequent Years. Click the appropriate button for Item 1d. All other data are extracted or calculated.

Description / Fiscal Year	Projection	Amount of Change	Percent Change	Status
1a. Contributions, Unrestricted County School Service Fund (Fund 01, Resources 0000-1999, Object 8980)				
First Prior Year (2019-20)	(1,708,387.99)			
Budget Year (2020-21)	(1,470,916.22)	(237,471.77)	-13.9%	Not Met
1st Subsequent Year (2021-22)	(1,666,499.45)	195,583.23	13.3%	Not Met
2nd Subsequent Year (2022-23)	(1,759,297.31)	92,797.86	5.6%	Met
1b. Transfers In, County School Service Fund *				
First Prior Year (2019-20)	0.00			
Budget Year (2020-21)	0.00	0.00	0.0%	Met
1st Subsequent Year (2021-22)	0.00	0.00	0.0%	Met
2nd Subsequent Year (2022-23)	0.00	0.00	0.0%	Met
1c. Transfers Out, County School Service Fund *				
First Prior Year (2019-20)	591,732.00			
Budget Year (2020-21)	466,051.31	(125,680.69)	-21.2%	Not Met
1st Subsequent Year (2021-22)	466,051.31	0.00	0.0%	Met
2nd Subsequent Year (2022-23)	466,051.31	0.00	0.0%	Met
1d. Impact of Capital Projects				
Do you have any capital projects that may impact the county school service fund operational budget?			No	

* Include transfers used to cover operating deficits in either the county school service fund or any other fund.

S5B. Status of the County Office's Projected Contributions, Transfers, and Capital Projects

DATA ENTRY: Enter an explanation if Not Met for items 1a-1c or if Yes for item 1d.

- 1a. NOT MET - The projected contributions from the unrestricted county school service fund to restricted county school service fund programs have changed by more than the standard for one or more of the budget or subsequent two fiscal years. Identify restricted programs and amount of contribution for each program and whether contributions are ongoing or one-time in nature. Explain the county office's plan, with timeframes, for reducing or eliminating the contribution.

Explanation:
(required if NOT met)

In 2020/21 the decrease in contribution is due to the SWP grant that ends 6/30/21. In 2021/22 the contribution increase is to support New Teacher Project and Outdoor Science School programs.

- 1b. MET - Projected transfers in have not changed by more than the standard for the budget and two subsequent fiscal years.

Explanation:
(required if NOT met)

1c. NOT MET - The projected transfers out of the county school service fund have changed by more than the standard for one or more of the budget or subsequent two fiscal years. Identify the amount(s) transferred, by fund, and whether transfers are ongoing or one-time in nature. If ongoing, explain the county office's plan, with timeframes, for reducing or eliminating the transfers.

Explanation:
(required if NOT met)

The 2020/21 decrease in contribution is due to the closure of the Santa Cruz County Cypress Charter High School. Antipating Career Advancement Charter will continue to need support.

1d. NO - There are no capital projects that may impact the county school service fund operational budget.

Project Information:
(required if YES)

S6B. Comparison of County Office's Annual Payments to Prior Year Annual Payment

DATA ENTRY: Enter an explanation if Yes.

- 1a. YES - Annual payments for long-term commitments have increased in one or more of the budget or two subsequent fiscal years. Explain how the increase in annual payment(s) will be funded.

Explanation:
(required if Yes to increase
in total annual payments)

Increase of \$1 will be paid using the same Fd 01 Obj 8011 and Fd 01 Obj 8625 funding sources.

S6C. Identification of Decreases to Funding Sources Used to Pay Long-term Commitments

DATA ENTRY: Click the appropriate Yes or No button in item 1; if Yes, an explanation is required in item 2.

1. Will funding sources used to pay long-term commitments decrease or expire prior to the end of the commitment period, or are they one-time sources?

Yes

2. YES - Funding sources will decrease or expire prior to the end of the commitment period, or one-time funding sources are being used for long-term commitment annual payments. Provide an explanation for how those funds will be replaced to continue annual debt service commitments.

Explanation:
(required if Yes)

Debt will be paid from the General Fund if other funds are no longer available.

S7. Unfunded Liabilities

Estimate the unfunded liability for postemployment benefits other than pensions (OPEB) based on an actuarial valuation, if required, or other method; identify or estimate the actuarially determined contribution (if available); and indicate how the obligation is funded (pay-as-you-go, amortized over a specific period, etc.).

Estimate the unfunded liability for self-insurance programs such as workers' compensation based on an actuarial valuation, if required, or other method; identify or estimate the required contribution; and, indicate how the obligation is funded (level of risk retained, funding approach, etc.).

S7A. Identification of the County Office's Estimated Unfunded Liability for Postemployment Benefits Other than Pensions (OPEB)

DATA ENTRY: Click the appropriate button in item 1 and enter data in all other applicable items; there are no extractions in this section except the budget year data on line 5b.

1. Does your county office provide postemployment benefits other than pensions (OPEB)? (If No, skip items 2-5)

Yes

2. For the county office's OPEB:
a. Are they lifetime benefits?

No

- b. Do benefits continue past age 65?

No

- c. Describe any other characteristics of the county office's OPEB program including eligibility criteria and amounts, if any, that retirees are required to contribute toward their own benefits:

3. a. Are OPEB financed on a pay-as-you-go, actuarial cost, or other method?

Actuarial

- b. Indicate any accumulated amounts earmarked for OPEB in a self-insurance or government fund

Self-Insurance Fund

Government Fund

4. OPEB Liabilities

- a. Total OPEB liability
b. OPEB plan(s) fiduciary net position (if applicable)
c. Total/Net OPEB liability (Line 4a minus Line 4b)
d. Is total OPEB liability based on the county office's estimate or an actuarial valuation?
e. If based on an actuarial valuation, indicate the measurement date of the OPEB valuation.

9,736,281.00
9,059,660.00
676,621.00

Actuarial

Jun 30, 2019

Data must be entered.

5. OPEB Contributions

- a. OPEB actuarially determined contribution (ADC), if available, per actuarial valuation or Alternative Measurement Method
b. OPEB amount contributed (for this purpose, include premiums paid to a self-insurance fund) (funds 01-70, objects 3701-3752)
c. Cost of OPEB benefits (equivalent of "pay-as-you-go" amount)
d. Number of retirees receiving OPEB benefits

Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
0.00	0.00	0.00
908,437.34	867,701.00	928,107.00
66	66	66

S7B. Identification of the County Office's Unfunded Liability for Self-Insurance Programs

DATA ENTRY: Click the appropriate button in item 1 and enter data in all other applicable items; there are no extractions in this section.

1. Does your county office operate any self-insurance programs such as workers' compensation, employee health and welfare, or property and liability? (Do not include OPEB, which is covered in Section 7A) (If No, skip items 2-4)

Yes

2. Describe each self-insurance program operated by the county office, including details for each such as level of risk retained, funding approach, basis for the valuation (county office's estimate or actuarial valuation), and date of the valuation:

Workers' Compensation is part of a JPA. Dental and Vision are self-insured through the JPA, but the liability exposure is so minimal that an actuarial report to determine liability is not done.

3. Self-Insurance Liabilities

- a. Accrued liability for self-insurance programs
b. Unfunded liability for self-insurance programs

0.00

0.00

4. Self-Insurance Contributions

- a. Required contribution (funding) for self-insurance programs
b. Amount contributed (funded) for self-insurance programs

Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
0.00	0.00	0.00
0.00	0.00	0.00

S8. Status of Labor Agreements

Analyze the status of all employee labor agreements. Identify new labor agreements, as well as new commitments provided as part of previously ratified multiyear agreements; and include all contracts, including all administrator contracts (and including all compensation). For new agreements, indicate the date of the required board meeting. Compare the increase in new commitments to the projected increase in ongoing revenues, and explain how these commitments will be funded in future fiscal years.

If salary and benefit negotiations are not finalized at budget adoption, upon settlement with certificated or classified staff:

The county office of education must determine the cost of the settlement, including salaries, benefits, and any other agreements that change costs, and provide the California Department of Education (CDE) with an analysis of the cost of the settlement and its impact on the operating budget.

The CDE shall review the analysis relative to the criteria and standards, and may provide written comments to the president of the governing board and the county superintendent of schools.

S8A. Cost Analysis of County Office's Labor Agreements - Certificated (Non-management) Employees

DATA ENTRY: Enter all applicable data items; there are no extractions in this section.

	Prior Year (2nd Interim) (2019-20)	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Number of certificated (non-management) full-time-equivalent (FTE) positions	82.3	87.7	87.7	87.7

Certificated (Non-management) Salary and Benefit Negotiations

1. Are salary and benefit negotiations settled for the budget year?

Yes

If Yes, and the corresponding public disclosure documents have not been filed with the CDE, complete questions 2-4.

If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions 5 and 6.

Negotiations Settled

2. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

Jun 21, 2018

3. Period covered by the agreement:

Begin Date:

Jul 01, 2018

End Date:

Jun 30, 2021

4. Salary settlement:

Budget Year
(2020-21)

1st Subsequent Year
(2021-22)

2nd Subsequent Year
(2022-23)

Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?

Yes

No

No

One Year Agreement

Total cost of salary settlement

% change in salary schedule from prior year

or

Multiyear Agreement

Total cost of salary settlement

117,514

% change in salary schedule from prior year
(may enter text, such as "Reopener")

2.0%

Identify the source of funding that will be used to support multiyear salary commitments:

A 2% increase to the salary schedule for 2020/21. Grants and General Fund revenues will be used to support these commitments.

Negotiations Not Settled

5. Cost of a one percent increase in salary and statutory benefits

109,928

6. Amount included for any tentative salary schedule increases

Budget Year
(2020-21)

1st Subsequent Year
(2021-22)

2nd Subsequent Year
(2022-23)

0

0

0

Certificated (Non-management) Health and Welfare (H&W) Benefits

- Are costs of H&W benefit changes included in the budget and MYPs?
- Total cost of H&W benefits
- Percent of H&W cost paid by employer
- Percent projected change in H&W cost over prior year

Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Yes	Yes	Yes
5.0%	5.0%	5.0%

Certificated (Non-management) Prior Year Settlements

Are any new costs from prior year settlements included in the budget?

If Yes, amount of new costs included in the budget and MYPs

If Yes, explain the nature of the new costs:

--

Certificated (Non-management) Step and Column Adjustments

- Are step & column adjustments included in the budget and MYPs?
- Cost of step & column adjustments
- Percent change in step & column over prior year

Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Yes	Yes	Yes

Certificated (Non-management) Attrition (layoffs and retirements)

- Are savings from attrition included in the budget and MYPs?
- Are additional H&W benefits for those laid-off or retired employees included in the budget and MYPs?

Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Yes	Yes	Yes
No	No	No

Certificated (Non-management) - Other

List other significant contract changes and the cost impact of each change (i.e., class size, hours of employment, leave of absence, bonuses, etc.):

S8B. Cost Analysis of County Office's Labor Agreements - Classified (Non-management) Employees

DATA ENTRY: Enter all applicable data items; there are no extractions in this section.

	Prior Year (2nd Interim) (2019-20)	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Number of classified (non-management) FTE positions	170.2	166.6	166.6	166.6

Classified (Non-management) Salary and Benefit Negotiations

1. Are salary and benefit negotiations settled for the budget year?

No

If Yes, and the corresponding public disclosure documents have not been filed with the CDE, complete questions 2-4.

If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions 5 and 6.

Negotiations Settled

2. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

3. Period covered by the agreement:

Begin Date:

End Date:

4. Salary settlement:

Budget Year
(2020-21)

1st Subsequent Year
(2021-22)

2nd Subsequent Year
(2022-23)

Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?

No

No

No

One Year Agreement

Total cost of salary settlement

% change in salary schedule from prior year

or

Multiyear Agreement

Total cost of salary settlement

% change in salary schedule from prior year
(may enter text, such as "Reopener")

Identify the source of funding that will be used to support multiyear salary commitments:

Negotiations Not Settled

5. Cost of a one percent increase in salary and statutory benefits

169,152

6. Amount included for any tentative salary schedule increases

Budget Year
(2020-21)

1st Subsequent Year
(2021-22)

2nd Subsequent Year
(2022-23)

0

0

0

Classified (Non-management) Health and Welfare (H&W) Benefits

1. Are costs of H&W benefit changes included in the budget and MYPs?
2. Total cost of H&W benefits
3. Percent of H&W cost paid by employer
4. Percent projected change in H&W cost over prior year

Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Yes	Yes	Yes
5.0%	5.0%	5.0%

Classified (Non-management) Prior Year Settlements

- Are any new costs from prior year settlements included in the budget?
If Yes, amount of new costs included in the budget and MYPs
If Yes, explain the nature of the new costs:

No		

--

Classified (Non-management) Step and Column Adjustments

1. Are step & column adjustments included in the budget and MYPs?
2. Cost of step & column adjustments
3. Percent change in step & column over prior year

Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Yes	Yes	Yes

Classified (Non-management) Attrition (layoffs and retirements)

1. Are savings from attrition included in the budget and MYPs?
2. Are additional H&W benefits for those laid-off or retired employees included in the budget and MYPs?

Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Yes	Yes	Yes
No	No	No

Classified (Non-management) - Other

List other significant contract changes and the cost impact of each change (i.e., hours of employment, leave of absence, bonuses, etc.):

S8C. Cost Analysis of County Office's Labor Agreements - Management/Supervisor/Confidential Employees

DATA ENTRY: Enter all applicable data items; there are no extractions in this section.

	Prior Year (2nd Interim) (2019-20)	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Number of management, supervisor, and confidential FTE positions	40.7	40.1	40.1	40.1

**Management/Supervisor/Confidential
Salary and Benefit Negotiations**

1. Are salary and benefit negotiations settled for the budget year?

Yes

If Yes, complete question 2.

If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions 3 and 4.

If n/a, skip the remainder of Section S8C.

Negotiations Settled

2. Salary settlement:

Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?

Total cost of salary settlement

% change in salary schedule from prior year
(may enter text, such as "Reopener")

Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Yes	No	No
2.0%		

Negotiations Not Settled

3. Cost of a one percent increase in salary and statutory benefits

75,645

4. Amount included for any tentative salary schedule increases

Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
0	0	0

**Management/Supervisor/Confidential
Health and Welfare (H&W) Benefits**

1. Are costs of H&W benefit changes included in the budget and MYPs?
2. Total cost of H&W benefits
3. Percent of H&W cost paid by employer
4. Percent projected change in H&W cost over prior year

Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Yes	Yes	Yes
5.0%	5.0%	5.0%

**Management/Supervisor/Confidential
Step and Column Adjustments**

1. Are step & column adjustments included in the budget and MYPs?
2. Cost of step & column adjustments
3. Percent change in step & column over prior year

Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Yes	Yes	Yes

**Management/Supervisor/Confidential
Other Benefits (mileage, bonuses, etc.)**

1. Are costs of other benefits included in the budget and MYPs?
2. Total cost of other benefits
3. Percent change in cost of other benefits over prior year

Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Yes	Yes	Yes

S9. Local Control and Accountability Plan (LCAP)

Confirm that the county office of education's governing board has adopted an LCAP or an update to the LCAP effective for the budget year.

DATA ENTRY: Click the appropriate Yes or No button in item 1, and enter the date in item 2.

1. Did or will the county office of education's governing board adopt an LCAP or an update to the LCAP effective for the budget year?

Yes

2. Adoption date of the LCAP or an update to the LCAP.

N/A

S10. LCAP Expenditures

Confirm that the county office of education's budget includes the expenditures necessary to implement the LCAP or annual update to the LCAP.

DATA ENTRY: Click the appropriate Yes or No button.

Does the county office of education's budget include the expenditures necessary to implement the LCAP or annual update to the LCAP as described in the Local Control and Accountability Plan and Annual Update Template?

No

ADDITIONAL FISCAL INDICATORS

The following fiscal indicators are designed to provide additional data for reviewing agencies. A "Yes" answer to any single indicator does not necessarily suggest a cause for concern, but may alert the reviewing agency to the need for additional review.

DATA ENTRY: Click the appropriate Yes or No button for items A1 through A8 except item A3, which is automatically completed based on data in Criterion 1.

- | | |
|--|---|
| A1. Do cash flow projections show that the county office will end the budget year with a negative cash balance in the county school service fund? | <div style="border: 1px solid black; padding: 5px; width: 150px; margin: 0 auto;">No</div> |
| A2. Is the system of personnel position control independent from the payroll system? | <div style="border: 1px solid black; padding: 5px; width: 150px; margin: 0 auto;">No</div> |
| A3. Is the County Operations Grant ADA decreasing in both the prior fiscal year and budget year? (Data from Criterion 1, Sections 1B-1 and 1B-2, County Operations Grant ADA column, are used to determine Yes or No) | <div style="border: 1px solid black; padding: 5px; width: 150px; margin: 0 auto;">No</div> |
| A4. Are new charter schools operating in county office boundaries that impact the county office's ADA, either in the prior fiscal year or budget year? | <div style="border: 1px solid black; padding: 5px; width: 150px; margin: 0 auto;">Yes</div> |
| A5. Has the county office entered into a bargaining agreement where any of the budget or subsequent years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment? | <div style="border: 1px solid black; padding: 5px; width: 150px; margin: 0 auto;">Yes</div> |
| A6. Does the county office provide uncapped (100% employer paid) health benefits for current or retired employees? | <div style="border: 1px solid black; padding: 5px; width: 150px; margin: 0 auto;">No</div> |
| A7. Does the county office have any reports that indicate fiscal distress?
(If Yes, provide copies to CDE) | <div style="border: 1px solid black; padding: 5px; width: 150px; margin: 0 auto;">No</div> |
| A8. Have there been personnel changes in the superintendent or chief business official positions within the last 12 months? | <div style="border: 1px solid black; padding: 5px; width: 150px; margin: 0 auto;">Yes</div> |

When providing comments for additional fiscal indicators, please include the item number applicable to each comment.

Comments:
(optional)

Rebecca Olker is Interim Deputy Superintendent, Business Services (CBO) while Mary Hart is on vacation until June 30, 2020.

End of County Office Budget Criteria and Standards Review

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals			2020-21 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
A. REVENUES									
1) LCFF Sources		8010-8099	21,328,608.00	7,498,498.00	28,827,106.00	20,038,614.00	7,498,498.00	27,537,112.00	-4.5%
2) Federal Revenue		8100-8299	4,555,951.00	1,812,357.82	6,368,308.82	4,350,000.00	1,466,517.00	5,816,517.00	-8.7%
3) Other State Revenue		8300-8599	351,654.29	5,292,105.98	5,643,760.27	275,946.00	5,935,386.61	6,211,332.61	10.1%
4) Other Local Revenue		8600-8799	1,514,278.00	8,056,128.02	9,570,406.02	1,546,451.00	7,131,065.36	8,677,516.36	-9.3%
5) TOTAL, REVENUES			27,750,491.29	22,659,089.82	50,409,581.11	26,211,011.00	22,031,466.97	48,242,477.97	-4.3%
B. EXPENDITURES									
1) Certificated Salaries		1000-1999	5,832,831.46	4,472,908.75	10,305,740.21	6,576,798.04	4,291,304.86	10,868,102.90	5.5%
2) Classified Salaries		2000-2999	6,635,555.16	5,367,212.43	12,002,767.59	6,847,383.08	5,723,195.55	12,570,578.63	4.7%
3) Employee Benefits		3000-3999	6,354,829.73	6,775,245.21	13,130,074.94	7,179,016.86	7,202,626.13	14,381,642.99	9.5%
4) Books and Supplies		4000-4999	1,483,680.77	1,066,039.93	2,549,720.70	922,398.59	828,174.69	1,750,573.28	-31.3%
5) Services and Other Operating Expenditures		5000-5999	4,060,325.02	5,507,312.22	9,567,637.24	3,331,950.70	3,965,442.00	7,297,392.70	-23.7%
6) Capital Outlay		6000-6999	138,061.00	18,815.00	156,876.00	66,200.00	20,000.00	86,200.00	-45.1%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	4,350,000.00	624,756.00	4,974,756.00	4,350,000.00	624,756.00	4,974,756.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(1,493,970.06)	1,350,879.06	(143,091.00)	(1,203,837.44)	1,128,781.44	(75,056.00)	-47.5%
9) TOTAL, EXPENDITURES			27,361,313.08	25,183,168.60	52,544,481.68	28,069,909.83	23,784,280.67	51,854,190.50	-1.3%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)									
			389,178.21	(2,524,078.78)	(2,134,900.57)	(1,858,898.83)	(1,752,813.70)	(3,611,712.53)	69.2%
D. OTHER FINANCING SOURCES/USES									
1) Interfund Transfers									
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	591,732.00	0.00	591,732.00	466,051.31	0.00	466,051.31	-21.2%
2) Other Sources/Uses									
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(1,708,387.99)	1,708,387.99	0.00	(1,470,916.22)	1,470,916.22	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(2,300,119.99)	1,708,387.99	(591,732.00)	(1,936,967.53)	1,470,916.22	(466,051.31)	-21.2%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals			2020-21 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(1,910,941.78)	(815,690.79)	(2,726,632.57)	(3,795,866.36)	(281,897.48)	(4,077,763.84)	49.6%
F. FUND BALANCE, RESERVES									
1) Beginning Fund Balance									
a) As of July 1 - Unaudited		9791	24,966,632.15	2,399,369.75	27,366,001.90	23,055,690.37	1,583,678.96	24,639,369.33	-10.0%
b) Audit Adjustments		9793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			24,966,632.15	2,399,369.75	27,366,001.90	23,055,690.37	1,583,678.96	24,639,369.33	-10.0%
d) Other Restatements		9795	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			24,966,632.15	2,399,369.75	27,366,001.90	23,055,690.37	1,583,678.96	24,639,369.33	-10.0%
2) Ending Balance, June 30 (E + F1e)			23,055,690.37	1,583,678.96	24,639,369.33	19,259,824.01	1,301,781.48	20,561,605.49	-16.5%
Components of Ending Fund Balance									
a) Nonspendable									
Revolving Cash		9711	2,800.00	0.00	2,800.00	2,800.00	0.00	2,800.00	0.0%
Stores		9712	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prepaid Items		9713	0.00	43,740.00	43,740.00	0.00	0.00	0.00	-100.0%
All Others		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Restricted		9740	0.00	1,539,938.96	1,539,938.96	0.00	1,301,781.48	1,301,781.48	-15.5%
c) Committed									
Stabilization Arrangements		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments		9760	2,602,827.75	0.00	2,602,827.75	2,600,327.75	0.00	2,600,327.75	-0.1%
COP	0000	9760				1,200,000.00		1,200,000.00	
Deferred Maintenance	0000	9760				1,400,327.75		1,400,327.75	
Deferred Maintenance	0000	9760	1,402,827.75		1,402,827.75				
COP	0000	9760	1,200,000.00		1,200,000.00				
d) Assigned									
Other Assignments		9780	20,450,062.62	0.00	20,450,062.62	16,656,696.26	0.00	16,656,696.26	-18.5%
MAA Program	0000	9780				343,801.31		343,801.31	
Small Districts	0000	9780				1,835.84		1,835.84	
Differentiated Assistance	0000	9780				885,531.39		885,531.39	
SMAA Admin	0000	9780				2,096,357.87		2,096,357.87	
Classified Credentialing Grant	0000	9780				75,000.00		75,000.00	
Mandated Cost Program	0000	9780				2,148,924.32		2,148,924.32	
Safety Program	0000	9780				73,083.21		73,083.21	
Special Projects	0000	9780				136,000.00		136,000.00	
Alternative Education	0000	9780				127,132.86		127,132.86	
Educational & Administrative Operations	0000	9780				10,540,209.94		10,540,209.94	
MAA Program	0000	9780	443,801.41		443,801.41				
Small Districts	0000	9780	1,835.84		1,835.84				
Differentiated Assistance	0000	9780	759,075.32		759,075.32				
SMAA Admin	0000	9780	1,979,768.00		1,979,768.00				
Classified Credentialing Grant	0000	9780	75,000.00		75,000.00				
Mandated Cost Program	0000	9780	2,066,159.32		2,066,159.32				
Safety Program	0000	9780	73,083.21		73,083.21				
Alternative Education	0000	9780	450,697.31		450,697.31				
Educational & Administrative Operations	0000	9780	14,270,791.55		14,270,791.55				
Special Projects	0000	9780	136,000.00		136,000.00				
e) Unassigned/Unappropriated									
Reserve for Economic Uncertainties		9789	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Object Codes	2020-21 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2021-22 Projection (C)	% Change (Cols. E-C/C) (D)	2022-23 Projection (E)
County Operations Grant ADA (Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted from Form A, Line B5)						
		37,306.28	0.00%	37,306.28	0.00%	37,306.28
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	20,038,614.00	0.00%	20,038,614.00	0.00%	20,038,614.00
2. Federal Revenues	8100-8299	4,350,000.00	0.00%	4,350,000.00	0.00%	4,350,000.00
3. Other State Revenues	8300-8599	275,946.00	0.00%	275,946.00	0.00%	275,946.00
4. Other Local Revenues	8600-8799	1,546,451.00	0.00%	1,546,451.00	0.00%	1,546,451.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%		0.00%	
b. Other Sources	8930-8979	0.00	0.00%		0.00%	
c. Contributions	8980-8999	(1,470,916.22)	13.30%	(1,666,499.45)	5.57%	(1,759,297.31)
6. Total (Sum lines A1 thru A5c)		24,740,094.78	-0.79%	24,544,511.55	-0.38%	24,451,713.69
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				6,576,798.04		6,610,728.41
b. Step & Column Adjustment				76,018.73		15,589.47
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				(42,088.36)		0.00
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	6,576,798.04	0.52%	6,610,728.41	0.24%	6,626,317.88
2. Classified Salaries						
a. Base Salaries				6,847,383.08		6,929,551.51
b. Step & Column Adjustment				82,168.43		83,154.62
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				0.00		0.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	6,847,383.08	1.20%	6,929,551.51	1.20%	7,012,706.13
3. Employee Benefits	3000-3999	7,179,016.86	4.63%	7,511,167.50	6.96%	8,033,653.79
4. Books and Supplies	4000-4999	922,398.59	-5.23%	874,148.50	1.37%	886,148.59
5. Services and Other Operating Expenditures	5000-5999	3,331,950.70	0.00%	3,331,950.50	-1.05%	3,296,950.50
6. Capital Outlay	6000-6999	66,200.00	0.00%	66,200.00	0.00%	66,200.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	4,350,000.00	0.00%	4,350,000.00	0.00%	4,350,000.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(1,203,837.44)	-0.50%	(1,197,772.48)	0.41%	(1,202,740.79)
9. Other Financing Uses						
a. Transfers Out	7600-7629	466,051.31	0.00%	466,051.31	0.00%	466,051.31
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments (Explain in Section F below)						
11. Total (Sum lines B1 thru B10)		28,535,961.14	1.42%	28,942,025.25	2.05%	29,535,287.41
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)						
		(3,795,866.36)		(4,397,513.70)		(5,083,573.72)
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 01, line F1e)		23,055,690.37		19,259,824.01		14,862,310.31
2. Ending Fund Balance (Sum lines C and D1)		19,259,824.01		14,862,310.31		9,778,736.59
3. Components of Ending Fund Balance						
a. Nonspendable	9710-9719	2,800.00		2,800.00		2,800.00
b. Restricted	9740					
c. Committed						
1. Stabilization Arrangements	9750	0.00		0.00		0.00
2. Other Commitments	9760	2,600,327.75		2,597,827.75		2,595,328.00
d. Assigned	9780	16,656,696.26		12,261,682.56		7,180,608.59
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	0.00				
2. Unassigned/Unappropriated	9790	0.00		0.00		0.00
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		19,259,824.01		14,862,310.31		9,778,736.59

Description	Object Codes	2020-21 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2021-22 Projection (C)	% Change (Cols. E-C/C) (D)	2022-23 Projection (E)
E. AVAILABLE RESERVES						
1. County School Service Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	0.00		0.00		0.00
c. Unassigned/Unappropriated	9790	0.00		0.00		0.00
(Enter reserve projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted.)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789	2,646,903.12		2,671,903.12		2,696,903.12
c. Unassigned/Unappropriated	9790					
3. Total Available Reserves (Sum lines E1a thru E2c)		2,646,903.12		2,671,903.12		2,696,903.12
F. ASSUMPTIONS						
Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.						
Decreased projected salaries for general fund positions that will not continue in out years. (Teachers on Special Assignment for Special Education mentoring and Strong Work Force matching funds)						

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	2,232,003.00	1,062,528.00	-52.4%
2) Federal Revenue		8100-8299	318.00	318.00	0.0%
3) Other State Revenue		8300-8599	335,990.47	159,662.05	-52.5%
4) Other Local Revenue		8600-8799	540,633.00	487,852.58	-9.8%
5) TOTAL, REVENUES			3,108,944.47	1,710,360.63	-45.0%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	1,620,391.39	874,875.16	-46.0%
2) Classified Salaries		2000-2999	223,333.57	196,200.18	-12.1%
3) Employee Benefits		3000-3999	1,031,294.72	635,192.51	-38.4%
4) Books and Supplies		4000-4999	303,304.84	70,406.56	-76.8%
5) Services and Other Operating Expenditures		5000-5999	616,098.82	426,006.57	-30.9%
6) Capital Outlay		6000-6999	28,567.09	0.00	-100.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			3,822,990.43	2,202,680.98	-42.4%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(714,045.96)	(492,320.35)	-31.1%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	572,732.00	447,051.31	-21.9%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			572,732.00	447,051.31	-21.9%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(141,313.96)	(45,269.04)	-68.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	271,115.21	129,801.25	-52.1%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			271,115.21	129,801.25	-52.1%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			271,115.21	129,801.25	-52.1%
2) Ending Balance, June 30 (E + F1e)			129,801.25	84,532.21	-34.9%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	15,111.07	15,111.03	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	114,690.18	69,421.18	-39.5%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	7,605,470.98	3,717,083.00	-51.1%
3) Other State Revenue		8300-8599	3,684,385.00	3,212,216.00	-12.8%
4) Other Local Revenue		8600-8799	22,600.00	23,000.00	1.8%
5) TOTAL, REVENUES			11,312,455.98	6,952,299.00	-38.5%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	11,037,554.98	6,677,266.00	-39.5%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			11,037,554.98	6,677,266.00	-39.5%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			274,901.00	275,033.00	0.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			274,901.00	275,033.00	0.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	373,739.80	648,640.80	73.6%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			373,739.80	648,640.80	73.6%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			373,739.80	648,640.80	73.6%
2) Ending Balance, June 30 (E + F1e)			648,640.80	923,673.80	42.4%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	648,640.80	923,673.80	42.4%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	68,544.00	63,377.00	-7.5%
4) Other Local Revenue		8600-8799	0.00	0.00	0.0%
5) TOTAL, REVENUES			68,544.00	63,377.00	-7.5%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	39,714.04	39,081.60	-1.6%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	17,597.55	21,437.54	21.8%
4) Books and Supplies		4000-4999	11,787.70	11.27	-99.9%
5) Services and Other Operating Expenditures		5000-5999	5,580.69	0.00	-100.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	4,907.00	2,847.00	-42.0%
9) TOTAL, EXPENDITURES			79,586.98	63,377.41	-20.4%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(11,042.98)	(0.41)	-100.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(11,042.98)	(0.41)	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	11,043.39	0.41	-100.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			11,043.39	0.41	-100.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			11,043.39	0.41	-100.0%
2) Ending Balance, June 30 (E + F1e)			0.41	0.00	-100.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	0.41	0.00	-100.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	337,777.93	204,264.00	-39.5%
3) Other State Revenue		8300-8599	985,788.00	591,419.00	-40.0%
4) Other Local Revenue		8600-8799	299,050.00	200,537.00	-32.9%
5) TOTAL, REVENUES			1,622,615.93	996,220.00	-38.6%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	334,464.82	313,781.64	-6.2%
3) Employee Benefits		3000-3999	195,642.56	195,612.73	0.0%
4) Books and Supplies		4000-4999	130,474.84	49,111.83	-62.4%
5) Services and Other Operating Expenditures		5000-5999	826,575.81	368,959.80	-55.4%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	134,810.00	68,754.00	-49.0%
9) TOTAL, EXPENDITURES			1,621,968.03	996,220.00	-38.6%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			647.90	0.00	-100.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			647.90	0.00	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	38,475.82	39,123.72	1.7%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			38,475.82	39,123.72	1.7%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			38,475.82	39,123.72	1.7%
2) Ending Balance, June 30 (E + F1e)			39,123.72	39,123.72	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	35,216.21	35,216.21	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	3,907.55	3,907.55	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	(0.04)	(0.04)	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	45,000.00	45,000.00	0.0%
3) Other State Revenue		8300-8599	5,000.00	5,000.00	0.0%
4) Other Local Revenue		8600-8799	100.00	100.00	0.0%
5) TOTAL, REVENUES			50,100.00	50,100.00	0.0%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	65,726.00	65,645.00	-0.1%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	3,374.00	3,455.00	2.4%
9) TOTAL, EXPENDITURES			69,100.00	69,100.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(19,000.00)	(19,000.00)	0.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	19,000.00	19,000.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			19,000.00	19,000.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			0.00	0.00	0.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	0.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			0.00	0.00	0.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			0.00	0.00	0.0%
2) Ending Balance, June 30 (E + F1e)			0.00	0.00	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	20,000.00	10,000.00	-50.0%
5) TOTAL, REVENUES			20,000.00	10,000.00	-50.0%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			20,000.00	10,000.00	-50.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			20,000.00	10,000.00	-50.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	1,028,247.61	1,048,247.61	1.9%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,028,247.61	1,048,247.61	1.9%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			1,028,247.61	1,048,247.61	1.9%
2) Ending Balance, June 30 (E + F1e)			1,048,247.61	1,058,247.61	1.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	1,048,247.61	1,058,247.61	1.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	51,000.00	25,000.00	-51.0%
5) TOTAL, REVENUES			51,000.00	25,000.00	-51.0%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			51,000.00	25,000.00	-51.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			51,000.00	25,000.00	-51.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	2,570,903.12	2,621,903.12	2.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			2,570,903.12	2,621,903.12	2.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			2,570,903.12	2,621,903.12	2.0%
2) Ending Balance, June 30 (E + F1e)			2,621,903.12	2,646,903.12	1.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	2,621,903.12	2,646,903.12	1.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	10,000.00	5,000.00	-50.0%
5) TOTAL, REVENUES			10,000.00	5,000.00	-50.0%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			10,000.00	5,000.00	-50.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			10,000.00	5,000.00	-50.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	496,339.21	506,339.21	2.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			496,339.21	506,339.21	2.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			496,339.21	506,339.21	2.0%
2) Ending Balance, June 30 (E + F1e)			506,339.21	511,339.21	1.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	506,339.21	511,339.21	1.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	850,000.00	850,000.00	0.0%
5) TOTAL, REVENUES			850,000.00	850,000.00	0.0%
B. EXPENSES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenses		5000-5999	630,000.00	630,000.00	0.0%
6) Depreciation		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENSES			630,000.00	630,000.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			220,000.00	220,000.00	0.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)			220,000.00	220,000.00	0.0%
F. NET POSITION					
1) Beginning Net Position					
a) As of July 1 - Unaudited		9791	9,060,657.20	9,280,657.20	2.4%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			9,060,657.20	9,280,657.20	2.4%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Net Position (F1c + F1d)			9,060,657.20	9,280,657.20	2.4%
2) Ending Net Position, June 30 (E + F1e)			9,280,657.20	9,500,657.20	2.4%
Components of Ending Net Position					
a) Net Investment in Capital Assets		9796	0.00	0.00	0.0%
b) Restricted Net Position		9797	0.00	0.00	0.0%
c) Unrestricted Net Position		9790	9,280,657.20	9,500,657.20	2.4%

Description	2019-20 Estimated Actuals			2020-21 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
B. COUNTY OFFICE OF EDUCATION						
1. County Program Alternative Education ADA						
a. County Group Home and Institution Pupils						
b. Juvenile Halls, Homes, and Camps	61.87	61.87	61.87	61.87	61.87	61.87
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]	803.51	803.51	803.51	903.13	903.13	903.13
d. Total, County Program Alternative Education ADA (Sum of Lines B1a through B1c)	865.38	865.38	865.38	965.00	965.00	965.00
2. District Funded County Program ADA						
a. County Community Schools						
b. Special Education-Special Day Class	82.63	82.63	82.63	82.63	82.63	82.63
c. Special Education-NPS/LCI						
d. Special Education Extended Year	6.27	6.27	6.27	6.27	6.27	6.27
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]						
g. Total, District Funded County Program ADA (Sum of Lines B2a through B2f)	88.90	88.90	88.90	88.90	88.90	88.90
3. TOTAL COUNTY OFFICE ADA (Sum of Lines B1d and B2g)	954.28	954.28	954.28	1,053.90	1,053.90	1,053.90
4. Adults in Correctional Facilities						
5. County Operations Grant ADA	37,306.28	37,306.28	37,306.28	37,306.28	37,306.28	37,306.28
6. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)						

Description	2019-20 Estimated Actuals			2020-21 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
C. CHARTER SCHOOL ADA						
Authorizing LEAs reporting charter school SACS financial data in their Fund 01, 09, or 62 use this worksheet to report ADA for those charter schools. Charter schools reporting SACS financial data separately from their authorizing LEAs in Fund 01 or Fund 62 use this worksheet to report their ADA.						
FUND 01: Charter School ADA corresponding to SACS financial data reported in Fund 01.						
1. Total Charter School Regular ADA	0.00	0.00	0.00	0.00	0.00	0.00
2. Charter School County Program Alternative Education ADA						
a. County Group Home and Institution Pupils						
b. Juvenile Halls, Homes, and Camps						
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]						
d. Total, Charter School County Program Alternative Education ADA (Sum of Lines C2a through C2c)	0.00	0.00	0.00	0.00	0.00	0.00
3. Charter School Funded County Program ADA						
a. County Community Schools						
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
f. Total, Charter School Funded County Program ADA (Sum of Lines C3a through C3e)	0.00	0.00	0.00	0.00	0.00	0.00
4. TOTAL CHARTER SCHOOL ADA (Sum of Lines C1, C2d, and C3f)	0.00	0.00	0.00	0.00	0.00	0.00
FUND 09 or 62: Charter School ADA corresponding to SACS financial data reported in Fund 09 or Fund 62.						
5. Total Charter School Regular ADA	208.73	208.73	208.73	115.00	115.00	115.00
6. Charter School County Program Alternative Education ADA						
a. County Group Home and Institution Pupils						
b. Juvenile Halls, Homes, and Camps						
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]						
d. Total, Charter School County Program Alternative Education ADA (Sum of Lines C6a through C6c)	0.00	0.00	0.00	0.00	0.00	0.00
7. Charter School Funded County Program ADA						
a. County Community Schools						
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
f. Total, Charter School Funded County Program ADA (Sum of Lines C7a through C7e)	0.00	0.00	0.00	0.00	0.00	0.00
8. TOTAL CHARTER SCHOOL ADA (Sum of Lines C5, C6d, and C7f)	208.73	208.73	208.73	115.00	115.00	115.00
9. TOTAL CHARTER SCHOOL ADA Reported in Fund 01, 09, or 62 (Sum of Lines C4 and C8)	208.73	208.73	208.73	115.00	115.00	115.00

SANTA CRUZ COUNTY OFFICE OF EDUCATION
2019-20 Estimated Actuals
FORM CASH

		2019-20 Estimated Actuals	July	August	September	October	November	December	January	February	March	April	May	June	Accruals	TOTAL
A. Beginning Cash	9110	24,667,308	24,667,308	22,066,137	21,104,625	22,858,906	22,194,504	20,729,425	25,760,878	24,533,937	24,414,709	24,917,782	29,310,699	29,092,205.20	24,884,616.58	24,667,308.14
B. Receipts																
Local Control Funding Formula:																
Property Tax	8020-8079	12,712,701	31,670.82	6,894	230,260	29,743	29,013	6,229,534	29,153	215,371	10,851	4,787,175	350,773	316,742.09	445,521	12,712,701
State Aid:	8010-8019	16,114,405	(18,307)	599,595	1,909,843	1,079,270	1,079,270	1,909,843	1,079,270	1,391,311	2,725,943	1,391,311	1,391,311	(0.00)	1,575,745	16,114,405
Other	8080-8099	-	-	-	-	141	-	-	-	-	-	-	3,147	-	(3,288)	(0)
Federal Revenues	8100-8299	6,368,309	(1,109,002)	1,032,993	1,624,027	1,206,282	50,400	1,159,480	56,148	4,657	150,624	238,240	15,750.00	231,489	1,707,221	6,368,309
Other State Rev	8300-8599	5,643,760	(241,205)	(293,532)	90,490	774,525	474,711	54,491	724,634	272,588	118,587	134,141	1,224,648	322,143	1,987,539	5,643,760
Other Local Rev	8600-8799	9,570,406	(2,907,037)	1,038,220	832,252	2,451,435	828,013	845,927	303,163	771,778	1,343,663	817,098	465,087	2,238,579	542,228	9,570,406
Interfund Transfers	8910-8929	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
All Other Financing	8931-8979	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Receipts		50,409,581	(4,243,880)	2,384,170.12	4,686,872	5,541,397	2,461,408	10,199,275	2,192,368	2,655,705	4,349,668	7,367,965	3,450,715	3,108,953	6,254,966	50,409,581
C. Disbursements																
Certificated Salary	1000-1999	10,305,740	320,607	459,059	930,923	928,273	912,262	935,801	958,689	890,468	922,007	927,776	909,814	880,450	329,610	10,305,740
Classified Salary	2000-2999	12,002,768	667,018	720,019	1,121,809	1,034,852	1,017,881	1,001,683	1,010,054	1,040,270	1,053,156	1,032,873	974,677	1,035,409	293,066	12,002,768
Employee Benefits	3000-3999	13,130,075	497,293	551,512	1,078,272	1,059,373	1,048,126	1,022,672	1,061,996	1,060,121	1,073,233	1,065,370	1,054,331	1,918,230	639,545	13,130,075
Supplies/Services	4000-5999	12,117,358	759,422	823,809	653,657	779,252	570,071	641,876	525,791	1,016,001	664,840	536,233	679,806	2,973,772	1,492,830	12,117,358
Capital Outlays	6000-6599	156,876	-	11,672	2,367	103,374	-	1,087	-	-	9,000	-	-	29,376	-	156,876
Other Outgo	7000-7499	4,831,665	(128,295)	-	-	2,478,798	-	1,311,821	-	-	-	-	-	476,540	692,802	4,831,665
Interfund Transf Out	7600-7629	591,732	-	-	10,000	-	10,000	5,000	-	-	10,000	-	3	65,748	490,981	591,732
Other Financing Uses	7630-7699	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Disbursements		53,136,214	2,116,046	2,566,070.74	3,797,029	6,383,921	3,558,340	4,919,940	3,556,529	4,006,861	3,732,235.60	3,562,252.21	3,618,630.89	7,379,524	3,938,834	53,136,213
Accounts Receivable	9120-9330	(7,315,573)	6,087,525	(50,455)	859,515	(57,578)	(123,846)	(426,234)	(54,963)	(56,272)	(62,851)	415,168	(53,012)	(738,079)	(13,054,492)	(7,315,574)
Accounts Payable	9510-9659	4,616,879	(2,328,770)	(729,157)	4,924	235,700	(244,301)	178,352	192,184	1,288,200	(51,508)	172,036	2,433	801,061	5,095,725	4,616,880
D. Net Cash Flow			(2,601,171)	(961,512.71)	1,754,282	(664,402)	(1,465,080)	5,031,454	(1,226,941)	(119,228)	503,073	4,392,917	(218,494)	(4,207,589)	(5,642,635)	(5,425,327)
E. Ending Cash			22,066,137	21,104,624.64	22,858,906	22,194,504	20,729,425	25,760,878	24,533,937	24,414,709	24,917,782	29,310,699	29,092,205	24,884,617	19,241,982	19,241,982

ACTUAL = BLUE
TENTATIVE = PURPLE
PROJECTED = ORANGE

**SANTA CRUZ COUNTY OFFICE OF EDUCATION
2020-21 Adopted Budget
FORM CASH**

		2020-21 Adopted Budget	July	August	September	October	November	December	January	February	March	April	May	June	Accruals	TOTAL
A. Beginning Cash	9110	24,884,617	24,884,617	23,336,602	23,420,260	22,947,403	20,910,015	19,694,695	24,585,787	22,838,852	20,112,638	20,097,028	22,277,007	20,569,224.66	15,934,432.59	24,884,616.58
B. Receipts																
Local Control Funding Formula:																
Property Tax	8020-8079	12,712,701	31,670.82	6,894.46	230,259.85	29,743.35	29,013.18	6,229,534.18	29,153.35	215,370.70	10,850.66	4,787,174.54	350,772.81	316,742.09	445,521	12,712,701
State Aid:	8010-8019	14,824,411	(16,841.67)	551,596.09	1,756,955.84	992,872.05	992,872.05	1,756,955.84	992,872.05	1,279,933.47	2,507,725.22	639,966.74	-	(0.00)	3,369,503	14,824,411
Other	8080-8099	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Federal Revenues	8100-8299	5,816,517	(1,012,910.88)	943,487.38	1,483,310.75	1,101,762.24	46,033.01	1,059,015.06	51,282.77	4,253.49	137,572.95	217,597.44	14,385.32	211,431.28	1,559,296	5,816,517
Other State Rev	8300-8599	5,643,760	(241,204.92)	(293,532.07)	90,490.14	774,525.25	474,711.41	54,490.92	724,633.59	272,587.99	118,587.04	134,140.92	1,224,648.09	322,142.99	1,987,539	5,643,760
Other Local Rev	8600-8799	6,211,333	(1,886,709.14)	673,819.94	540,143.35	1,591,016.72	537,392.51	549,018.93	196,757.26	500,895.25	872,056.80	530,308.71	301,848.03	1,452,870.40	351,914	6,211,333
Interfund Transfers	8910-8929	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
All Other Financing	8931-8979	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Receipts		45,208,722	(3,125,996)	1,882,265.81	4,101,160	4,489,920	2,080,022	9,649,015	1,994,699	2,273,041	3,646,793	6,309,188	1,891,654	2,303,187	7,713,773	45,208,722
C. Disbursements																
Certificated Salary	1000-1999	10,868,103	338,102.13	484,109.11	981,721.91	978,926.47	962,042.70	986,866.09	1,011,002.75	939,059.49	972,318.80	978,402.91	959,460.27	928,494.11	347,596	10,868,103
Classified Salary	2000-2999	12,570,579	698,572.73	754,080.38	1,174,877.99	1,083,807.79	1,066,033.82	1,049,069.70	1,057,835.99	1,089,481.99	1,102,977.24	1,081,734.77	1,020,785.90	1,084,390.35	306,930	12,570,579
Employee Benefits	3000-3999	14,381,643	544,695.63	604,082.78	1,181,053.92	1,160,353.06	1,148,034.33	1,120,153.45	1,163,225.92	1,161,172.83	1,175,534.60	1,166,921.86	1,154,830.52	2,101,077.19	700,507	14,381,643
Supplies/Services	4000-5999	9,047,966	567,056.58	615,133.54	488,082.22	581,862.90	425,668.66	479,285.01	392,605.13	758,642.49	496,432.16	400,402.38	507,607.60	2,220,499.21	1,114,688	9,047,966
Capital Outlays	6000-6599	86,200	-	6,413.45	1,300.60	56,801.67	-	597.39	-	-	4,945.32	-	-	16,141.56	-	86,200
Other Outgo	7000-7499	4,899,700	(130,101.98)	-	-	2,513,701.71	-	1,330,292.78	-	-	-	-	-	483,250.10	702,557	4,899,700
Interfund Transf Out	7600-7629	466,051	-	-	7,876.05	-	7,876.05	3,938.03	-	-	7,876.05	-	2.36	51,783.48	386,699	466,051
Other Financing Uses	7630-7699	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Disbursements		52,320,242	2,018,325	2,463,819.26	3,834,913	6,375,454	3,609,656	4,970,202	3,624,670	3,948,357	3,760,084.18	3,627,461.92	3,642,686.65	6,885,636	3,558,977	52,320,241
Accounts Receivable	9120-9330	6,254,966	5,956,899	43,140	(734,903)	49,231	105,891	364,439	46,995	48,114	53,739	(354,977)	45,326	631,073		6,254,966
Accounts Payable	9510-9659	(3,938,834)	(2,360,594)	622,072	(4,201)	(201,085)	208,422	(152,159)	(163,959)	(1,099,012)	43,944	(146,771)	(2,076)	(683,415)		(3,938,834)
D. Net Cash Flow			(1,548,015)	83,657.98	(472,856)	(2,037,388)	(1,215,320)	4,891,092	(1,746,935)	(2,726,214)	(15,609)	2,179,978	(1,707,782)	(4,634,792)	4,154,796	(4,795,388)
E. Ending Cash			23,336,602	23,420,259.59	22,947,403	20,910,015	19,694,695	24,585,787	22,838,852	20,112,638	20,097,028	22,277,007	20,569,225	15,934,433	20,089,229	20,089,229

ACTUAL = BLUE
TENTATIVE = PURPLE
PROJECTED = ORANGE

SANTA CRUZ COUNTY OFFICE OF EDUCATION
GENERAL FUND SUMMARY 2019-20
2019-20 ESTIMATED ACTUALS

	Various General Unrestricted	06XX/1400 Alternative Education	0830 CTEP	Total Unrestricted	33XX/65XX Special Education	CATS Categoricals	8150 Routine & Restricted Maintenance	9XXX Local Programs	Total Restricted	Total General Fund
Revenues										
LCFF Revenues	9,810,844	11,517,764	-	21,328,608	7,498,498	-	-	-	7,498,498	28,827,106
Federal Revenues	205,951	-	-	205,951	558,320	1,254,038	-	-	1,812,358	2,018,309
Federal Pass Through	4,350,000	-	-	4,350,000	-	-	-	-	-	4,350,000
Other State Revenues	351,654	-	-	351,654	2,915,358	2,376,748	-	-	5,292,106	5,643,760
Other Local Revenues	1,401,278	-	113,000	1,514,278	-	135,039	-	7,921,089	8,056,128	9,570,406
Total Revenue	16,119,727	11,517,764	113,000	27,750,491	10,972,176	3,765,824	-	7,921,089	22,659,090	50,409,581
Expenditures										
Certificated Salaries	1,547,951	3,984,402	300,478	5,832,831	2,794,341	213,957	-	1,464,611	4,472,909	10,305,740
Classified Salaries	4,783,432	1,728,552	123,570	6,635,555	2,571,343	640,721	329,079	1,826,070	5,367,212	12,002,768
Employee Benefits	3,340,819	2,823,922	190,090	6,354,830	3,604,064	1,565,635	213,616	1,391,931	6,775,245	13,130,075
Books and Supplies	572,203	890,278	21,200	1,483,681	147,802	281,617	53,830	582,790	1,066,040	2,549,721
Services, Other Operating Expenditures	2,574,610	1,403,123	82,592	4,060,325	1,381,139	1,006,663	208,489	2,911,021	5,507,312	9,567,637
Capital Outlay	135,866	2,195	-	138,061	-	18,815	-	-	18,815	156,876
Other Outgo	-	-	-	-	-	-	-	624,756	624,756	624,756
Pass Through	4,350,000	-	-	4,350,000	-	-	-	-	-	4,350,000
Indirect Costs	(2,541,487)	976,104	71,413	(1,493,970)	656,243	178,825	78,891	436,920	1,350,879	(143,091)
Total Expenditures	14,763,393	11,808,576	789,344	27,361,313	11,154,931	3,906,234	883,905	9,238,099	25,183,169	52,544,482
Interfund Transfers										
Transfers In	-	-	-	-	-	-	-	-	-	-
Transfers Out	(572,732)	(19,000)	-	(591,732)	-	-	-	-	-	(591,732)
Other Financing Sources	-	-	-	-	-	-	-	-	-	-
Contributions	(2,418,024)	33,292	676,344	(1,708,388)	182,755	68,736	883,905	572,992	1,708,388	-
Total Transfers	(2,990,756)	14,292	676,344	(2,300,120)	182,755	68,736	883,905	572,992	1,708,388	(591,732)
Beginning Balance	24,246,595	720,038	-	24,966,633	-	393,191	-	2,006,178	2,399,369	27,366,002
Net Increase (Decrease) in Fund Balance	(1,634,422)	(276,520)	-	(1,910,942)	-	(71,673)	-	(744,017)	(815,690)	(2,726,632)
Ending Fund Balance	22,612,173	443,518	-	23,055,691	-	321,518	-	1,262,161	1,583,679	24,639,370
Components of Ending Fund Balance:										
Nonspendable	2,800	-	-	2,800	-	-	-	-	-	2,800
Restricted	-	-	-	-	-	321,518	-	1,262,161	1,583,679	1,583,679
Committed	-	-	-	-	-	-	-	-	-	-
Assigned	20,006,545	443,518	-	20,450,063	-	-	-	-	-	20,450,063
Assigned (COPS)	1,402,828	-	-	1,402,828	-	-	-	-	-	1,402,828
Committed (COPS)	1,200,000	-	-	1,200,000	-	-	-	-	-	1,200,000
Reserve for Economic Certainty	-	-	-	-	-	-	-	-	-	-

SANTA CRUZ COUNTY OFFICE OF EDUCATION
ALL FUNDS SUMMARY 2019-20
2019-20 ESTIMATED ACTUALS

	Fund 01	Fund 09	Fund 10	Fund 11	Fund 12	Fund 13	Fund 14	Fund 17	Fund 35	Fund 71	
	General Fund	Charter	SELPA Pass-Through	Adult Education Block Grant	Child Development	Cafeteria	Deferred Maintenance	Special Reserve	County Schools Facility	Retiree Benefit Trust	Total of All Funds
Revenues											
LCFF Revenues	28,827,106	2,232,003	-	-	-	-	-	-	-	-	31,059,109
Federal Revenues	2,018,309	318	-	-	337,778	45,000	-	-	-	-	2,401,405
Federal Pass Through	4,350,000	-	7,605,471	-	-	-	-	-	-	-	11,955,471
Other State Revenues	5,643,760	335,990	3,684,385	68,544	985,788	5,000	-	-	-	-	10,723,468
Other Local Revenues	9,570,406	540,633	22,600	-	299,050	100	20,000	51,000	10,000	850,000	11,363,789
Total Revenue	50,409,581	3,108,944	11,312,456	68,544	1,622,616	50,100	20,000	51,000	10,000	850,000	67,503,241
Expenditures											
Certificated Salaries	10,305,740	1,620,391	-	39,714	-	-	-	-	-	-	11,965,846
Classified Salaries	12,002,768	223,334	-	-	334,465	-	-	-	-	-	12,560,566
Employee Benefits	13,130,075	1,031,295	-	17,598	195,643	-	-	-	-	-	14,374,610
Books and Supplies	2,549,721	303,305	-	11,788	130,475	65,726	-	-	-	-	3,061,014
Services, Other Operating Expenditures	9,567,637	616,099	-	5,581	826,576	-	-	-	-	630,000	11,645,893
Capital Outlay	156,876	28,567	-	-	-	-	-	-	-	-	185,443
Other Outgo	624,756	-	2,506,967	-	-	-	-	-	-	-	3,131,723
Pass Through	4,350,000	-	8,530,588	-	-	-	-	-	-	-	12,880,588
Indirect Costs	(143,091)	-	-	4,907	134,810	3,374	-	-	-	-	0
Total Expenditures	52,544,482	3,822,990	11,037,555	79,587	1,621,968	69,100	-	-	-	630,000	69,805,682
Interfund Transfers											
Transfers In	-	572,732	-	-	-	19,000	-	-	-	-	591,732
Transfers Out	(591,732)	-	-	-	-	-	-	-	-	-	(591,732)
Other Financing Sources	-	-	-	-	-	-	-	-	-	-	-
Contributions	-	-	-	-	-	-	-	-	-	-	-
Total Transfers	(591,732)	572,732	-	-	-	19,000	-	-	-	-	-
Beginning Balance	27,366,002	271,115	373,740	11,043	38,477	0	1,028,248	2,570,903	496,339	9,060,657	41,216,523
Net Increase (Decrease) in Fund Balance	(2,726,632)	(141,314)	274,901	(11,043)	648	-	20,000	51,000	10,000	220,000	(2,302,440)
Ending Fund Balance	24,639,370	129,801	648,641	0	39,124	0	1,048,248	2,621,903	506,339	9,280,657	38,914,083
Components of Ending Fund Balance:											
Nonspendable	2,800	-	-	-	-	-	-	-	-	-	2,800
Restricted	1,583,679	15,111	648,641	0	36,239	0	-	-	506,339	9,280,657	12,070,666
Committed	-	-	-	-	-	-	1,048,248	-	-	-	1,048,248
Assigned	20,450,063	0	-	-	2,886	-	-	-	-	-	20,452,949
Assigned (COPS)	1,402,828	-	-	-	-	-	-	-	-	-	1,402,828
Committed (COPS)	1,200,000	-	-	-	-	-	-	-	-	-	1,200,000
Reserve for Economic Certainty	-	114,690	-	-	-	-	-	2,621,903	-	-	2,736,593

SANTA CRUZ COUNTY OFFICE OF EDUCATION
GENERAL FUND SUMMARY 2020-21
2020-21 ADOPTED BUDGET

	Various General Unrestricted	06XX Alternative Education	0830 CTEP	Total Unrestricted	33XX/65XX Special Education	CATS Categoricals	8150 Routine & Restricted Maintenance	9XXX Local Programs	Total Restricted	Total General Fund
Revenues										
LCFF Revenues	7,581,968	12,456,646	-	20,038,614	7,498,498	-	-	-	7,498,498	27,537,112
Federal Revenues	-	-	-	-	553,144	913,373	-	-	1,466,517	1,466,517
Federal Pass Through	4,350,000	-	-	4,350,000	-	-	-	-	-	4,350,000
Other State Revenues	275,946	-	-	275,946	3,463,731	2,471,655	-	-	5,935,387	6,211,333
Other Local Revenues	1,446,451	-	100,000	1,546,451	-	135,039	-	6,996,026	7,131,065	8,677,516
Total Revenue	13,654,365	12,456,646	100,000	26,211,011	11,515,373	3,520,067	-	6,996,026	22,031,467	48,242,478
Expenditures										
Certificated Salaries	1,649,700	4,756,362	170,736	6,576,798	2,929,341	220,111	-	1,141,853	4,291,305	10,868,103
Classified Salaries	4,943,953	1,783,957	119,473	6,847,383	2,885,805	586,648	320,199	1,930,544	5,723,196	12,570,579
Employee Benefits	3,625,750	3,386,810	166,457	7,179,017	4,189,313	1,398,017	218,650	1,396,647	7,202,626	14,381,643
Books and Supplies	423,736	477,663	21,000	922,399	126,176	285,960	30,785	385,254	828,175	1,750,573
Services, Other Operating Expenditures	1,893,091	1,385,671	53,189	3,331,951	874,245	969,906	219,771	1,901,521	3,965,442	7,297,393
Capital Outlay	66,200	-	-	66,200	20,000	-	-	-	20,000	86,200
Other Outgo	-	-	-	-	-	-	-	624,756	624,756	624,756
Pass Through	4,350,000	-	-	4,350,000	-	-	-	-	-	4,350,000
Indirect Costs	(2,169,022)	920,328	44,857	(1,203,837)	640,914	117,943	66,696	303,229	1,128,781	(75,056)
Total Expenditures	14,783,408	12,710,790	575,712	28,069,910	11,665,794	3,578,584	856,100	7,683,803	23,784,281	51,854,191
Interfund Transfers										
Transfers In	-	-	-	-	-	-	-	-	-	-
Transfers Out	(447,051)	(19,000)	-	(466,051)	-	-	-	-	-	(466,051)
Other Financing Sources	-	-	-	-	-	-	-	-	-	-
Contributions	(1,896,208)	(50,420)	475,712	(1,470,916)	150,420	35,693	856,100	428,703	1,470,916	-
Total Transfers	(2,343,259)	(69,420)	475,712	(1,936,968)	150,420	35,693	856,100	428,703	1,470,916	(466,051)
Beginning Balance	22,612,173	443,518	-	23,055,691	-	321,518	-	1,262,161	1,583,679	24,639,370
Net Increase (Decrease) in Fund Balance	(3,472,302)	(323,564)	-	(3,795,866)	-	(22,824)	-	(259,073)	(281,897)	(4,077,763)
Ending Fund Balance	19,139,871	119,954	-	19,259,825	-	298,694	-	1,003,088	1,301,782	20,561,607
Components of Ending Fund Balance:										
Nonspendable	2,800	-	-	2,800	-	-	-	-	-	2,800
Restricted	-	-	-	-	-	298,694	-	1,003,088	1,301,782	1,301,782
Committed	-	-	-	-	-	-	-	-	-	-
Assigned	16,536,743	119,954	-	16,656,697	-	-	-	-	-	16,656,697
Assigned (COPS)	1,400,328	-	-	1,400,328	-	-	-	-	-	1,400,328
Committed (COPS)	1,200,000	-	-	1,200,000	-	-	-	-	-	1,200,000
Reserve for Economic Certainty	-	-	-	-	-	-	-	-	-	-

SANTA CRUZ COUNTY OFFICE OF EDUCATION
ALL FUNDS SUMMARY 2020-21
2020-21 ADOPTED BUDGET

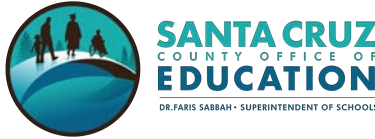
	Fund 01	Fund 09	Fund 10	Fund 11	Fund 12	Fund 13	Fund 14	Fund 17	Fund 35	Fund 71	
	General Fund	Charter	SELPA Pass-Through	Adult Education Block Grant	Child Development	Cafeteria	Deferred Maintenance	Special Reserve	County Schools Facility	Retiree Benefit Trust	Total of All Funds
Revenues											
LCFF Revenues	27,537,112	1,062,528	-	-	-	-	-	-	-	-	28,599,640
Federal Revenues	1,466,517	318	-	-	204,264	45,000	-	-	-	-	1,716,099
Federal Pass Through	4,350,000	-	3,717,083	-	-	-	-	-	-	-	8,067,083
Other State Revenues	6,211,333	159,662	3,212,216	63,377	591,419	5,000	-	-	-	-	10,243,007
Other Local Revenues	8,677,516	487,853	23,000	-	200,537	100	10,000	25,000	5,000	850,000	10,279,006
Total Revenue	48,242,478	1,710,361	6,952,299	63,377	996,220	50,100	10,000	25,000	5,000	850,000	58,904,835
Expenditures											
Certificated Salaries	10,868,103	874,875	-	39,082	-	-	-	-	-	-	11,782,060
Classified Salaries	12,570,579	196,200	-	-	313,782	-	-	-	-	-	13,080,560
Employee Benefits	14,381,643	635,193	-	21,438	195,613	-	-	-	-	-	15,233,886
Books and Supplies	1,750,573	70,407	-	11	49,112	65,645	-	-	-	-	1,935,748
Services, Other Operating Expenditures	7,297,393	426,007	-	-	368,960	-	-	-	-	630,000	8,722,359
Capital Outlay	86,200	-	-	-	-	-	-	-	-	-	86,200
Other Outgo	624,756	-	2,046,490	-	-	-	-	-	-	-	2,671,246
Pass Through	4,350,000	-	4,630,776	-	-	-	-	-	-	-	8,980,776
Indirect Costs	(75,056)	-	-	2,847	68,754	3,455	-	-	-	-	-
Total Expenditures	51,854,191	2,202,681	6,677,266	63,377	996,220	69,100	-	-	-	630,000	62,492,835
Interfund Transfers											
Transfers In	-	447,051	-	-	-	19,000	-	-	-	-	466,051
Transfers Out	(466,051)	-	-	-	-	-	-	-	-	-	(466,051)
Other Financing Sources	-	-	-	-	-	-	-	-	-	-	-
Contributions	-	-	-	-	-	-	-	-	-	-	-
Total Transfers	(466,051)	447,051	-	-	-	19,000	-	-	-	-	-
Beginning Balance	24,639,370	129,801	648,641	0	39,124	0	1,048,248	2,621,903	506,339	9,280,657	38,914,083
Net Increase (Decrease) in Fund Balance	(4,077,763)	(45,269)	275,033	(0)	-	-	10,000	25,000	5,000	220,000	(3,587,999)
Ending Fund Balance	20,561,607	84,532	923,674	-	39,124	0	1,058,248	2,646,903	511,339	9,500,657	35,326,084
Components of Ending Fund Balance:											
Nonspendable	2,800	-	-	-	-	-	-	-	-	-	2,800
Restricted	1,301,782	15,111	923,674	-	35,217	0	-	-	511,339	9,500,657	12,287,780
Committed	-	-	-	-	-	-	1,058,248	-	-	-	1,058,248
Assigned	16,656,697	3,341	-	-	3,908	-	-	2,646,903	-	-	19,310,848
Assigned (COPS)	1,400,328	-	-	-	-	-	-	-	-	-	1,400,328
Committed (COPS)	1,200,000	-	-	-	-	-	-	-	-	-	1,200,000
Reserve for Economic Certainty	-	66,080	-	-	-	-	-	-	-	-	66,080

SANTA CRUZ COUNTY OFFICE OF EDUCATION
GENERAL FUND SUMMARY 2021-22
2020-21 ADOPTED BUDGET

	Various General Unrestricted	06XX Alternative Education	0830 CTEP	Total Unrestricted	33XX/65XX Special Education	Various Categoricals	8150 Routine & Restricted Maintenance	9XXX Local Programs	Total Restricted	Total General Fund
Revenues										
LCFF Revenues	7,581,968	12,456,646	-	20,038,614	7,498,498	-	-	-	7,498,498	27,537,112
Federal Revenues	-	-	-	-	553,144	701,514	-	-	1,254,658	1,254,658
Federal Pass Through	4,350,000	-	-	4,350,000	-	-	-	-	-	4,350,000
Other State Revenues	275,946	-	-	275,946	3,901,002	1,794,667	-	-	5,695,670	5,971,616
Other Local Revenues	1,446,451	-	100,000	1,546,451	-	135,039	-	6,996,026	7,131,065	8,677,516
Total Revenue	13,654,365	12,456,646	100,000	26,211,011	11,952,644	2,631,220	-	6,996,026	21,579,891	47,790,902
Expenditures										
Certificated Salaries	1,619,578	4,818,195	172,956	6,610,728	3,047,916	155,712	-	1,156,697	4,360,325	10,971,053
Classified Salaries	5,003,280	1,805,364	120,907	6,929,552	2,920,435	586,911	324,041	1,953,710	5,785,097	12,714,649
Employee Benefits	3,798,357	3,537,961	174,850	7,511,168	4,453,701	1,396,800	232,024	1,468,770	7,551,295	15,062,463
Books and Supplies	375,486	477,663	21,000	874,149	126,176	113,196	30,785	375,532	645,689	1,519,838
Services, Other Operating Expenditures	1,893,091	1,385,671	53,189	3,331,951	874,245	330,983	202,144	1,851,841	3,259,212	6,591,163
Capital Outlay	66,200	-	-	66,200	20,000	-	-	-	20,000	86,200
Other Outgo	-	-	-	-	-	-	-	624,756	624,756	624,756
Pass Through	4,350,000	-	-	4,350,000	-	-	-	-	-	4,350,000
Indirect Costs	(2,162,957)	920,328	44,857	(1,197,772)	660,591	96,281	65,286	300,559	1,122,716	(75,056)
Total Expenditures	14,943,035	12,945,181	587,758	28,475,974	12,103,064	2,679,883	854,279	7,731,865	23,369,090	51,845,065
Interfund Transfers										
Transfers In	-	-	-	-	-	-	-	-	-	-
Transfers Out	(447,051)	(19,000)	-	(466,051)	-	-	-	-	-	(466,051)
Other Financing Sources	-	-	-	-	-	-	-	-	-	-
Contributions	(2,416,658)	262,401	487,758	(1,666,499)	150,420	8,097	854,279	653,703	1,666,499	-
Total Transfers	(2,863,709)	243,401	487,758	(2,132,551)	150,420	8,097	854,279	653,703	1,666,499	(466,051)
Beginning Balance	19,139,871	119,954	-	19,259,825	-	298,694	-	1,003,088	1,301,782	20,561,607
Net Increase (Decrease) in Fund Balance	(4,152,379)	(245,135)	-	(4,397,514)	-	(40,565)	-	(82,135)	(122,700)	(4,520,214)
Ending Fund Balance	14,987,492	(125,181)	-	14,862,311	-	258,129	-	920,953	1,179,082	16,041,393
Components of Ending Fund Balance:										
Nonspendable	2,800	-	-	2,800	-	-	-	-	-	2,800
Restricted	-	-	-	-	-	258,129	-	920,953	1,179,082	1,179,082
Committed	-	-	-	-	-	-	-	-	-	-
Assigned	12,386,864	(125,181)	-	12,261,683	-	-	-	-	-	12,261,683
Assigned (COPS)	1,397,828	-	-	1,397,828	-	-	-	-	-	1,397,828
Committed (COPS)	1,200,000	-	-	1,200,000	-	-	-	-	-	1,200,000

SANTA CRUZ COUNTY OFFICE OF EDUCATION
GENERAL FUND SUMMARY 2022-23
2020-21 ADOPTED BUDGET

	Various General Unrestricted	06XX Alternative Education	0830 CTEP	Total Unrestricted	33XX/65XX Special Education	Various Categoricals	8150 Routine & Restricted Maintenance	9XXX Local Programs	Total Restricted	Total General Fund
Revenues										
LCFF Revenues	7,581,968	12,456,646	-	20,038,614	7,498,498	-	-	-	7,498,498	27,537,112
Federal Revenues	-	-	-	-	553,144	526,514	-	-	1,079,658	1,079,658
Federal Pass Through	4,350,000	-	-	4,350,000	-	-	-	-	-	4,350,000
Other State Revenues	275,946	-	-	275,946	4,319,609	1,688,997	-	-	6,008,607	6,284,553
Other Local Revenues	1,446,451	-	100,000	1,546,451	-	135,039	-	6,996,026	7,131,065	8,677,516
Total Revenue	13,654,365	12,456,646	100,000	26,211,011	12,371,251	2,350,550	-	6,996,026	21,717,828	47,928,839
Expenditures										
Certificated Salaries	1,570,282	4,880,832	175,204	6,626,318	3,087,539	87,386	-	1,171,734	4,346,659	10,972,977
Classified Salaries	5,063,320	1,827,029	122,358	7,012,706	2,955,480	520,516	327,929	1,977,155	5,781,080	12,793,786
Employee Benefits	4,046,546	3,800,026	187,082	8,033,654	4,778,804	1,343,334	249,093	1,581,190	7,952,420	15,986,074
Books and Supplies	375,486	489,663	21,000	886,149	126,176	54,648	30,785	375,532	587,141	1,473,290
Services, Other Operating Expenditures	1,853,091	1,390,671	53,189	3,296,951	874,245	314,823	199,219	1,821,841	3,210,127	6,507,078
Capital Outlay	66,200	-	-	66,200	20,000	-	-	-	20,000	86,200
Other Outgo	-	-	-	-	-	-	-	624,756	624,756	624,756
Pass Through	4,350,000	-	-	4,350,000	-	-	-	-	-	4,350,000
Indirect Costs	(2,167,925)	920,328	44,857	(1,202,741)	679,428	82,646	65,052	300,559	1,127,685	(75,056)
Total Expenditures	15,157,000	13,308,547	603,690	29,069,236	12,521,672	2,403,353	872,077	7,852,766	23,649,868	52,719,105
Interfund Transfers										
Transfers In	-	-	-	-	-	-	-	-	-	-
Transfers Out	(447,051)	(19,000)	-	(466,051)	-	-	-	-	-	(466,051)
Other Financing Sources	-	-	-	-	-	-	-	-	-	-
Contributions	(2,212,567)	(50,420)	503,690	(1,759,297)	150,420	8,097	872,077	728,703	1,759,297	-
Total Transfers	(2,659,618)	(69,420)	503,690	(2,225,349)	150,420	8,097	872,077	728,703	1,759,297	(466,051)
Beginning Balance	14,987,492	(125,181)	-	14,862,311	-	258,129	-	920,953	1,179,082	16,041,393
Net Increase (Decrease) in Fund Balance	(4,162,253)	(921,321)	-	(5,083,574)	-	(44,705)	-	(128,037)	(172,742)	(5,256,316)
Ending Fund Balance	10,825,239	(1,046,502)	-	9,778,737	-	213,424	-	792,916	1,006,340	10,785,077
Components of Ending Fund Balance:										
Nonspendable	2,800	-	-	2,800	-	-	-	-	-	2,800
Restricted	-	-	-	-	-	213,424	-	792,916	1,006,340	1,006,340
Assigned	8,227,111	(1,046,502)	-	7,180,609	-	-	-	-	-	7,180,609
Assigned (COPS)	1,395,328	-	-	1,395,328	-	-	-	-	-	1,395,328
Committed (COPS)	1,200,000	-	-	1,200,000	-	-	-	-	-	1,200,000



SANTA CRUZ COUNTY BOARD OF EDUCATION

AGENDA ITEM

Board Meeting Date: June 20, 2020

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Action

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Information

TO: Santa Cruz County Board of Education

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

SUBJECT: Santa Cruz COE 2019-2020 Budget

BACKGROUND

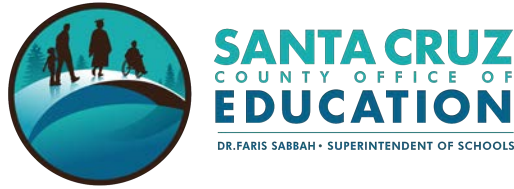
Following a Public Hearing held on June 18, 2020 to solicit recommendation and comments from members of the public regarding the Santa Cruz County Office of Education's 2020 - 2021 Budget, it is requested that the Board adopt the Budget as presented.

SUPERINTENDENT'S RECOMMENDATION FOR BOARD ACTION:

Approve budget.

FUNDING IMPLICATIONS

Funding implications detailed in proposed budget.



SANTA CRUZ COUNTY BOARD OF EDUCATION

AGENDA ITEM

Board Meeting Date: June 18, 2020

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Action

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Information

TO: Santa Cruz County Board of Education

FROM: Dr. Faris Sabbah, County Superintendent of Schools

SUBJECT: Schedule Special June 25th Meeting

BACKGROUND

The Board may schedule a Special Board Meeting on June 25, 2020, to comply with Education Code 52062(b)(2), to consider the adoption of the 2020-2021 annual budget.

SUPERINTENDENT'S RECOMMENDATION FOR BOARD ACTION:

Schedule a special meeting if needed.