



Santa Cruz County Board of Education • 400 Encinal Street, Santa Cruz, CA 95060 • Tel (831) 466-5900 • [www.santacruzcoe.org](http://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**

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## **Santa Cruz County Board of Education**

### **Regular Board Meeting**

**Thursday February 20, 2020**

**Closed Session: 3:45 P.M.**

**Open Session 4:00 P.M.,**

**or as soon thereafter as the matter can be heard**

**Board Room**

## **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. CLOSED SESSION DISCLOSURE**

President Roth will disclose that the Board will, in closed session, discuss matters relating to one case of potential litigation as noted in item 3.1. Comments from the public will be taken prior to commencing closed session.

### **3. CLOSED SESSION**

#### **3.1 Conference with Counsel regarding Potential Litigation**

The Board will speak with Legal Counsel regarding potential litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9. (1 Case)

Presenter: Mary Hart, Deputy Superintendent, Business Services

### **4. OPEN SESSION**

Open session will begin at 4:00 P.M., or as soon thereafter as the matter can be heard.

### **5. PLEDGE OF ALLEGIANCE**

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

### **6. APPROVAL OF AGENDA**

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

**7. REPORT OUT ON CLOSED SESSION**

The Board President will report out on any reportable action(s) taken by the Board in Closed Session.

**8. 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.

**9. 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.

- 9.0.1 Minutes of the Regular Board Meeting of January 16, 2020
- 9.0.2 Routine Budget Revisions
- 9.0.3 Donations
- 9.0.4 Treasurer's Quarterly Report, Quarter ending December 31, 2019
- 9.0.5 COE Alternative Education Comprehensive School Safety Plan
- 9.0.6 Alternative Education Court School Accountability Report Card (SARC)
- 9.0.7 Alternative Education Community School Accountability Report Card (SARC)
- 9.0.8 Career Advancement Charter School Accountability Report Card (SARC)

**9.1 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.

**10. CORRESPONDENCE**

Official correspondence received by the Board is included herein.

**11. REPORTS, DISCUSSIONS, AND PRESENTATIONS**

**11.1 LCAP Dashboard Update**

The Board will receive a presentation about how the state dashboards work and receive a demonstration on how to access and use them.

Presenters: Debi Bodenheimer, Associate Superintendent, Educational Services  
Denise Sanson, Senior Director, Educational Services

**11.2 California Wellness Trust**

The Board will receive a presentation about the the California Wellness Trust. This trust would provide dedicated funding each year to local communities to promote health equity and prevent the leading causes of illness, injury, and premature death. By funding organizations and local governments to create healthier schools and neighborhoods, this initiative can improve student wellbeing and save school districts money.

Presenter: Tracy Rattray, Executive Director, CA Alliance for Prevention Funding

**12. PUBLIC HEARINGS, NEW BUSINESS, AND ACTION ITEMS**

**12.1 PCS Memorandum of Understanding**

Staff will present their recommendations about the final Memorandum of Understanding required to approve the Petition to Renew Pacific Collegiate Charter School for the Board's consideration.

Presenter: Debi Bodenheimer, Associate Superintendent, Educational Services

Call for Motion: Sue Roth (President)

**12.2 Certification of Supervisors of Attendance**

Pursuant to *Education Code* 48245, County Offices of Education must provide certification training for staff in school districts with ADA of 1,000 and more, and for any staff serving as supervisors of attendance. Santa Cruz COE hosted a comprehensive training on this topic on January 29, 2020. The Board will be asked to approve the list of those who attended the training.

Presenter: Dr. Faris Sabbah, County Superintendent of Schools

Call for Motion: Sue Roth (President)

**12.3 Approve 2020-2021 Santa Cruz COE & Student Programs Calendars**

The Board will be asked to approve the 2020-2021 Santa Cruz COE and Student Programs calendars.

Presenter: Dr. Faris Sabbah, County Superintendent of Schools

Call for Motion: Sue Roth (President)

**12.4 2020 Ballot for CSBA Delegate Assembly**

The Board will deliberate and vote on no more than two candidates on the 2020 Ballot for the Region 9A CSBA Delegate Assembly.

Motion: Sue Roth (President)

**12.5 Approve Board Policy 5137 regarding Positive School Climate**

The Board will be asked to adopt Board Policy 5137 on Positive School Climate, which is a newly required element in School Safety Plans.

Presenter: John Rice, Senior Director, Alternative Education

Motion &

Roll Call Vote: Sue Roth (President)

**12.6 Approve use of GoFundMe to Collect Donations for National Ethics Bowl Travel Expenses for Cypress Charter High School**

Cypress Charter High School will ask the Board for permission to use the online crowdfunding platform, gofundme.com, to raise money for a team of 5 students and 2 teachers to travel to the National Ethics Bowl Championships in Chapel Hill, North Carolina April 16-20, 2020.

Presenter: Megan Tresham, Principal, Cypress Charter High School

Call for Motion: Sue Roth (President)

**12.7 Approve Resolution #20-03 in Support of Student and School Climate Action**

The Board will be asked to approve Resolution #20-03 In Support of Student and School Climate Action in response to climate change.

Presenters: Bruce Van Allen, Member, Community Outreach and Legislative Committee  
Santa Cruz County Students

Motion &

Roll Call Vote: Sue Roth (President)

**12.8 Approve Resolution 20-04 regarding Temporary Short-Term Cash Loans to Santa Cruz County School Districts**

Under Education Codes 42621 and 42622, County Offices of Education have the authority, with governing board approval, to make short-term cash loans to school districts that may not meet their cash-flow needs. The Board will be asked to approve a resolution to allow Santa Cruz COE to provide short-term loans to Santa Cruz County school districts experiencing cash-flow emergencies.

Presenter: Mary Hart, Deputy Superintendent, Business Services

Motion &

Roll Call Vote: Sue Roth (President)



**12.9 Schedule a Special Board Meeting to Comply with the Local Control Accountability Plan (LCAP) Requirements**

The Board may schedule a Special Board Meeting on June 25, 2020, to comply with Education Code 52062(b)(2), which requires the Board to adopt an LCAP or annual update to the LCAP in a public meeting after, but not the same day as, the public hearing. This meeting shall be the same meeting in which the Governing Board adopts a budget.

Presenter: Mary Hart, Deputy Superintendent, Business Services

Call for Motion: Sue Roth (President)

**13. SUPERINTENDENT'S REPORT**

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

**14. 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.

**15. AD HOC COMMITTEE REPORTS/ACTIONS (if any)**

**15.1 Community Outreach and Legislative Committee Update**

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

**15.2 Policy Committee Update**

The committee will provide recommended changes to the Board regarding Board Policy 9250 regarding Compensation and Reimbursement for Board Expenses.

**16. SCHEDULE OF MEETINGS AND COMING EVENTS**

Santa Cruz COE Leadership Summit  
March 11, 2020  
Santa Cruz County Office of Education  
400 Encinal Street, Santa Cruz CA 95060  
8:00 a.m. - 4:00 p.m.

Santa Cruz County Board of Education  
Regular Meeting  
March 19, 2020  
4:00 p.m.

Santa Cruz County Board of Education  
Regular Meeting  
April 16, 2020  
4:00 p.m.

**17. 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:**

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**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 SABBAAH • SUPERINTENDENT OF SCHOOLS

## SANTA CRUZ COUNTY BOARD OF EDUCATION

### AGENDA ITEM

**Board Meeting Date:** Feb. 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

**SUBJECT:** Conference with Counsel regarding Potential Litigation (CLOSED SESSION)

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### BACKGROUND

The Board will speak with Legal Counsel regarding potential litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9. (1 Case)

### SUPERINTENDENT'S RECOMMENDATION FOR BOARD ACTION:

Receive information.



**SANTA CRUZ**  
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## SANTA CRUZ COUNTY BOARD OF EDUCATION

### AGENDA ITEM

**Board Meeting Date:** Feb. 20, 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 January 16, 2020 Board Meeting

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#### **BACKGROUND**

Minutes from the Regular January 16, 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 January 16, 2020**  
**Closed Session 3:45 p.m.**  
**Open Session 4:00 p.m.**  
**Board Room**

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**UNAPPROVED MINUTES**

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

Board Present

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

Staff Present

Mary Hart  
Sage Leibenson

Absent

Debi Bodenheimer

**2. CLOSED SESSION DISCLOSURE**

President Roth disclosed that the Board will, in closed session, discuss matters relating to one claim for damage as noted in item 3.1. Comments from the public were invited to be made prior to commencing closed session. No public comments were made.

Presenter: Sue Roth (President)

## **Santa Cruz County Board of Education**

Minutes, Regular Meeting

January 16, 2020

### **3. CLOSED SESSION**

#### **3.1 Claim for Damage**

Pursuant to Govt. Code § 54956.9, the Board met and conferred in closed session to receive information which, based on existing facts and circumstances, presents one claim for damages against the Santa Cruz County Office of Education.

### **4. OPEN SESSION**

Open session commenced at 4:00 p.m.

Trustee Sanchez arrived at 4:00pm.

### **5. PLEDGE OF ALLEGIANCE**

Superintendent Sabbah (Secretary) led the Pledge of Allegiance.

### **6. APPROVAL OF AGENDA**

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

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

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

### **7. REPORT OUT ON CLOSED SESSION**

President Roth reported that in closed session, the Board announced they voted 6-0, with 1 absent to reject the claim pertaining to item 3.1.

### **8. PUBLIC COMMENT**

There were no public comments.

### **9. 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.

- 9.0.1 Minutes of the Regular Board Meeting of December 17, 2019
- 9.0.2 Routine Budget Revisions
- 9.0.3 Donations

Trustee Nichols asked that the minutes be edited to replace the word "president" with "item" in item #7 of the December 17, 2019 minutes.

## **Santa Cruz County Board of Education**

Minutes, Regular Meeting

January 16, 2020

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

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

### **9.1 Deferred Consent Items (if required)**

None.

## **10. CORRESPONDENCE**

Official correspondence received by the Board, if any, was included herein. Copies of correspondence received within 72 hours of the meeting were made available at the meeting location.

## **11. REPORTS, DISCUSSIONS, AND PRESENTATIONS**

### **11.1 2018-2019 Fiscal Year Annual Audit Report**

Jill Stenton, Senior Manager at Eide Bailly, LLP, gave a presentation to the Board about the the 2018-2019 final, audited, prior-year financial statements, which the Santa Cruz County Office of Education is required to file with the California Department of Education and the State Controller's Office. Ms. Stenton was pleased to present that the audit resulted in a positive report with no findings. The Board and Superintendent Sabbah congratulated the business team of the Santa Cruz County Office of Education on their hard work and successful report.

### **11.2 Charter Legislation Training by Counsel**

Legal Counsel for the Santa Cruz County Office of Education, Edward Sklar, gave a presentation on a number of new pieces of legislation that have revised several governing provisions pertaining to charter schools regarding the ways in which petitions are submitted, appealed, and revoked. The new laws also specify new criteria and procedures for the consideration and determination of these issues.

### **11.3 Young Writers Program (YWP)**

Young Writers Program Director, Julia Chiapella, gave the Board a presentation about updates and accomplishments of the COE Young Writers Program (YWP). The presentation explained who the program has served, the role it has served in our community, and highlighted the publications that students have produced through the program.

### **11.4 Extension Granted to Review And Approve PCS Memorandum of Understanding**

The County Superintendent of Schools announced that Pacific Collegiate Charter School has requested additional time to review Santa Cruz COE's proposed Memorandum of Understanding required to approve the Petition to Renew Pacific Collegiate Charter School, which was originally due to the Santa Cruz County Board of Education on January 16, 2020. The Board will review the executed MOU at the next regular meeting on February 20, 2020.

**Santa Cruz County Board of Education**

Minutes, Regular Meeting

January 16, 2020

**12. PUBLIC HEARINGS, NEW BUSINESS, AND ACTION ITEMS**

**12.1 Interdistrict Transfer Appeal Hearing #20-01**

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

The Appellant and Governing District each were invited to state their names for the record. President Roth offered for the Letter of the Appeal to be read, to which both parties declined. Superintendent Sabbah then explained the powers of the County Board in Interdistrict Attendance Appeal hearings. The Appellant and Governing Board were each allotted five minutes to state the reasons why the County Board should or should not uphold the decision of the Governing District. Both parties were then each provided two minutes to make a rebuttal. The board then deliberated in open session.

It was M.S.C. (Nichols/Barr) to uphold the decision of the Scotts Valley Unified School District.

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

**12.2 Approve Resolution #20-01 in Support of Proposition 13**

The Board was asked to adopt Resolution #20-01 in support of Proposition 13: Public Preschool, K-12, and College Health and Safety Bond Act of 2020. The funds would provide resources for the renovation and upgrade of existing classrooms and laboratories that enhance teaching and learning, for the construction and expansion of schools to accommodate growth, and for career technical education facilities to enhance job and career training. If the bond passes, it would provide \$15 billion for facilities at the state's preschools, k-12 schools, community colleges, and four year colleges and universities.

After a lively conversation, the Board requested that the Resolution be edited to remove the specific language "Proposition 13", and add language making it clear that the item would appear on the March 2020 Ballot.

It was M.S.C. (Van Allen/Nichols) to approve Resolution #20-01 as amended.

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

**12.3 Approve Resolution #20-02 in Support of Measures T and U (SCCS)**



## **Santa Cruz County Board of Education**

Minutes, Regular Meeting

January 16, 2020

Santa Cruz City School Superintendent Kris Munro asked the Board to adopt Resolution #20-02 in Support of Measure T & U for our local high schools. The purpose of both measures would be to protect and maintain the quality of education of Santa Cruz City Schools' (SCCS) high schools. The passing of Measure T would continue previously approved, locally controlled funding, keeping overall tax rates flat. Measure U would renew existing locally-controlled funding for instructional enrichment and student-support services, and would implement an \$18/year parcel tax.

It was M.S.C. (Van Allen/Nichols) to approve Resolution #20-02.

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

### **13. SUPERINTENDENT'S REPORT**

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

### **14. TRUSTEE REPORTS (3 minutes each)**

Trustee Filicetti attended the third meeting of the Cabrillo College Bond Advisory Committee, a meeting of the Santa Cruz County School Board Association, and two alternative education graduation ceremonies at Sequoia High School.

Trustee Nichols attended one alternative education graduation ceremony.

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

Trustee Sales attended two alternative education graduation ceremonies at Sequoia High School.

Trustee Roth attended a meeting of the Santa Cruz County School Board Association, two graduation ceremonies at the Santa Cruz Portuguese Hall, and meetings of the agenda and charter subcommittees.

### **15. AD HOC COMMITTEE REPORTS/ACTIONS (if any)**

#### **15.1 Community Outreach and Legislative Committee Update**

None.

### **16. SCHEDULE OF MEETINGS AND COMING EVENTS**

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

Santa Cruz County Civics Summit

## **Santa Cruz County Board of Education**

Minutes, Regular Meeting

January 16, 2020

Cabrillo College Crocker Theater

January 24, 2020

9:00 a.m. - 2:00 p.m.

Delivering on Our Promise: The Santa Cruz COE's Strategic Plan for Education

Santa Cruz Museum of Art & History, 705 Front St., Santa Cruz CA 95060

January 28, 2019

5:00 p.m. - 7:00 p.m.

### **17. ADJOURNMENT**

The Board President adjourned the meeting at 6:40 p.m.

#### **PLEASE NOTE:**

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## SANTA CRUZ COUNTY BOARD OF EDUCATION

### AGENDA ITEM

**Board Meeting Date:** Feb. 20, 2020

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Action



Information

**TO:** Santa Cruz County Board of Education

**FROM:** Melissa Lopez, Director, Fiscal Services

**SUBJECT:** Routine Budget Revisions

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#### 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

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**MEMO**

DATE: February 20, 2020

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

FROM: Mary Hart  
Deputy Superintendent, Business Services  
Melissa Lopez  
Director of Fiscal Services

RE: January Budget Revisions

Budget revisions in January reflected an increase in projected revenues in the amount of \$127,987 and an increase in expenditures in the amount of \$681,237, resulting in a net decrease to fund balance of \$553,250.

There were adjustments made to revenue, salaries, benefits, services and supplies necessary to more closely match projected estimates for the year, which were the result of communications with departments and fiscal analysis. Included in these changes are adjustments to account for increased revenue for Ed Services (\$10,000) for a one-time grant for the CA Partnership for Math and Science Education (CAPMSE) and increased revenue for Student Services for the Tobacco Use Prevention Education (TUPE) Health Disparities grant (\$140,461). Expenditure changes include salary and benefits adjustments for vacant and temporary positions, additional funds to support the potential purchase of property to support Student Services (\$500,000), as well as setting up budgets for the new CAPMSE (\$10,000) and TUPE (\$140,461) grants.

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

MH:ml  
5 attachments

cc: Rebecca Olker

Santa Cruz County Office of Education  
Budget Variance Summary for January, 2020  
February 20, 2020 Board Meeting

	2019-2020	2019-20	JANUARY		2019-20
Description	Adopted Budget	Board Meeting 01/16/20	Unrestricted	Restricted	Board Meeting 02/20/20
<b>REVENUE</b>					
Local Control Funding Formula	27,942,549	28,813,209	-	-	28,813,209
Federal Revenues	6,890,894	7,020,599	-	-	7,020,599
State Revenues	7,366,389	6,692,876	-	117,987	6,810,863
Local Revenues	9,029,508	9,807,073	-	10,000	9,817,073
Contributions	-	-	3,500	(3,500)	-
<b>TOTAL REVENUE</b>	<b>51,229,339</b>	<b>52,333,757</b>	<b>3,500</b>	<b>124,487</b>	<b>52,461,744</b>
<b>EXPENDITURES</b>					
Certificated Salaries	10,305,237	10,351,868	(38,497)	(28,967)	10,284,404
Classified Salaries	12,326,728	12,213,934	(198,018)	(92,943)	11,922,973
Employee Benefits	13,167,744	12,933,577	(106,069)	(15,218)	12,812,290
Books and Supplies	1,824,785	3,264,483	345,264	264,995	3,874,742
Services, Other Operating Expenses	9,627,325	10,861,994	61,584	147	10,923,725
Capital Outlay	1,671,300	1,681,583	500,000	(4,352)	2,177,231
Other Outgo	(92,842)	(88,861)	(12,264)	5,575	(95,550)
Interprogram Support	5,724,756	5,724,756	-	-	5,724,756
<b>TOTAL EXPENDITURES</b>	<b>54,555,033</b>	<b>56,943,334</b>	<b>552,000</b>	<b>129,237</b>	<b>57,624,571</b>
<b>INTERFUND TRANSFERS</b>					
Transfers In	-	-			-
Transfers Out	31,000	385,233	-	-	385,233
<b>TOTAL INTERFUND TRANSFERS</b>	<b>31,000</b>	<b>385,233</b>	<b>-</b>	<b>-</b>	<b>385,233</b>
<b>FUND BALANCE</b>					
Beginning Fund Balance	27,366,002	27,366,002	-		27,366,002
Net Increase/(Decrease)	(3,356,693)	(4,994,810)	(548,500)	(4,750)	(5,548,060)
<b>ENDING FUND BALANCE</b>	<b>24,009,309</b>	<b>22,371,192</b>	<b>(548,500)</b>	<b>(4,750)</b>	<b>21,817,942</b>
<b>Pacheco Bill Compliance:</b>					
There were no individual consulting agreements in excess of \$25,000 that required a budget revision during the month of January 2020.					

Budget Variance Detail for  
January, 2020  
February 20, 2020 Board Meeting

Description (Object Code Range)	Res	Program	2019-20 Adopted Budget	2019-20 Board Meeting 01/16/20	Variance		2019-20 Board Meeting 02/20/20
<b>REVENUE</b>							
Local Control Funding Formula (8010-8099)			27,942,549	28,813,209			
<b>Total Local Control Funding Formula</b>			<b>27,942,549</b>	<b>28,813,209</b>	<b>-</b>	<b>-</b>	<b>28,813,209</b>
Federal Revenues (8100-8299)			6,890,894	7,020,599			
<b>Total Federal Revenues</b>			<b>6,890,894</b>	<b>7,020,599</b>	<b>-</b>	<b>-</b>	<b>7,020,599</b>
State Revenues (8300-8599)			7,366,389	6,692,876			
To clear 4399s after salary update	6500	SPECIAL EDUCATION				(22,474)	
New Grant Tobacco-Use Prevention Education (TUPE)	6695	Tobacco: Health Disparities				140,461	
<b>Total State Revenues</b>			<b>7,366,389</b>	<b>6,692,876</b>	<b>-</b>	<b>117,987</b>	<b>6,810,863</b>
Local Revenues (8600-8799)			9,029,508	9,807,073			
Set up Budget for California Partnership Math and Science Ed	9010	OTHER RESTRICTED LOCAL				10,000	
<b>Total Local Revenues</b>			<b>9,029,508</b>	<b>9,807,073</b>	<b>-</b>	<b>10,000</b>	<b>9,817,073</b>
Other Financing Sources (8900-8997)							
CLEAN UP 4399'S	0060	Administration			3,500		
CLEAN UP 4399'S	0090	EDUCATION & ADMIN OPERATIONS				(3,500)	
<b>Total Other Financing Sources</b>			<b>-</b>	<b>-</b>	<b>3,500</b>	<b>(3,500)</b>	<b>-</b>
<b>TOTAL REVENUE</b>			<b>51,229,339</b>	<b>52,333,757</b>	<b>3,500</b>	<b>124,487</b>	<b>52,461,744</b>
<b>EXPENDITURES</b>							
Certificated Salaries (1000-1999)			10,305,237	10,351,869			
Increase to cover EWR	0030	Educational Services			1,854		
Update Salaries	0060	Administration			(5,525)		
Update Salaries	0086	Technology Admin			(254)		
Update Salaries	0090	EDUCATION & ADMIN OPERATIONS			(4,596)		
Update Salaries	0610	JUVENILE COURT SCHOOLS			(613)		
Update Salaries	0611	JUVENILE COURT SUPPLEMENTAL			(351)		
Update Salaries	0620	COUNTY COMMUNITY SCHOOLS			(24,567)		
Update Salaries	0621	COUNTY COMMUNITY SUPPLEMENTAL			(3,519)		
Update Salaries	0830	CAREER TECHNICAL EDUCATION PARTNERSHIP			(926)		
Update Salaries	3182	ESSA School Improvement (CSI) LEA				3,815	
Update Salaries	3183	ESSA School Improvement COE				(58)	
Update Salaries	3385	SP ED-IDEA EARLY INTERV GRANTS				(125)	
Update Salaries	6388	Strong Workforce Program				(36,853)	
Update Salaries	6500	SPECIAL EDUCATION				2,648	
Update Salaries	6510	SP ED-EARLY ED IND W/EXC NEEDS				(2,588)	
Update Salaries	9010	OTHER RESTRICTED LOCAL				4,194	
<b>Total Certificated Salaries</b>			<b>10,305,237</b>	<b>10,351,869</b>	<b>(38,497)</b>	<b>(28,967)</b>	<b>10,284,405</b>
Classified Salaries (2000-2999)			12,326,728	12,213,934			
Update Salaries	0030	Educational Services			(243)		
Update Salaries	0040	Maintenance			(110)		
Update Salaries	0060	Administration			(134,888)		
Update Salaries	0086	Technology Admin			(6,091)		
Update Salaries	0090	EDUCATION & ADMIN OPERATIONS			(27,789)		

Budget Variance Detail for  
January, 2020  
February 20, 2020 Board Meeting

Description (Object Code Range)	Res	Program	2019-20	2019-20	Variance		2019-20
			Adopted Budget	Board Meeting 01/16/20	Unrestricted	Restricted	Board Meeting 02/20/20
Update Salaries	0610	JUVENILE COURT SCHOOLS			(3,539)		
Update Salaries	0611	JUVENILE COURT SUPPLEMENTAL			(7,890)		
Update Salaries	0620	COUNTY COMMUNITY SCHOOLS			(2,797)		
Update Salaries	0621	COUNTY COMMUNITY SUPPLEMENTAL			(8,377)		
Update Salaries	0830	CAREER TECHNICAL EDUCATION PARTNERSHIP			(3,901)		
Update Salaries	1100	LOTTERY: UNRESTRICTED			(2,393)		
Update Salaries	3010	NCLB:TIT I BAS GRNTS LOW INC				(450)	
Update Salaries	3025	NCLB:TIT I LOC DELINQ PRGS				(483)	
Update Salaries	5630	NCLB:TIT X HOMELESS ASST GRNTS				(30,261)	
Update Salaries	5810	OTHER RESTRICTED FEDERAL				(24)	
Update Salaries	6500	SPECIAL EDUCATION				(31,390)	
Increase to cover EWR	6510	SP ED-EARLY ED IND W/EXC NEEDS				(2,000)	
Update Salaries	6520	SP ED:PRJ WORKABILITY I LEA				1,266	
Update Salaries	6685	Technical Assistance Grants				(2,278)	
Update Salaries	7135	ENVIRONMENTAL EDUCATION				(28)	
Update Salaries	7366	SUPPL PRGS:FSTR YOUTH/JUV DETN				(13,266)	
Update Salaries	7810	OTHER RESTRICTED STATE				3,627	
Update Salaries	8150	RMA - ONGOING MAJOR MAINT				(110)	
Update Salaries	9010	OTHER RESTRICTED LOCAL				3,850	
Update Salaries	9064	S4C				(48)	
Update Salaries	9410	WORKFORCE YOUTH SVCS-FED P/T				(19,959)	
Update Salaries	9411	MIGRANT HEAD START-FED PASS TH				(1,890)	
Update Salaries	9412	YHDP- Youth Homeless Demonstration Project				504	
<b>Total Classified Salaries</b>			<b>12,326,728</b>	<b>12,213,934</b>	<b>(198,018)</b>	<b>(92,943)</b>	<b>11,922,973</b>
Employee Benefits (3000-3999)			13,167,744	12,933,577			
Update Salaries	0030	Educational Services			(256)		
Update Salaries	0040	Maintenance			(32)		
Update Salaries	0060	Administration			(73,138)		
Update Salaries	0086	Technology Admin			(6,768)		
Update Salaries	0090	EDUCATION & ADMIN OPERATIONS			(15,254)		
Update Salaries	0610	JUVENILE COURT SCHOOLS			(7,839)		
Update Salaries	0611	JUVENILE COURT SUPPLEMENTAL			(14,602)		
Update Salaries	0620	COUNTY COMMUNITY SCHOOLS			13,047		
Update Salaries	0621	COUNTY COMMUNITY SUPPLEMENTAL			(12,103)		
Update Salaries	0830	CAREER TECHNICAL EDUCATION PARTNERSHIP			11,656		
Update Salaries	1100	LOTTERY: UNRESTRICTED			(782)		
Update Salaries	3010	NCLB:TIT I BAS GRNTS LOW INC				(114)	
Update Salaries	3025	NCLB:TIT I LOC DELINQ PRGS				(1,417)	
Update Salaries	3182	ESSA School Improvement (CSI) LEA				795	
Update Salaries	3183	ESSA School Improvement COE				(12)	
Update Salaries	3385	SP ED-IDEA EARLY INTERV GRANTS				(25)	
Update Salaries	5630	NCLB:TIT X HOMELESS ASST GRNTS				(17,280)	
Update Salaries	5810	OTHER RESTRICTED FEDERAL				(7)	
Update Salaries	6388	Strong Workforce Program				(8,236)	
Update Salaries	6500	SPECIAL EDUCATION				(12,512)	
Update Salaries	6510	SP ED-EARLY ED IND W/EXC NEEDS				8,915	
Update Salaries	6685	Technical Assistance Grants				(2,145)	
Update Salaries	7135	ENVIRONMENTAL EDUCATION				(8)	
Update Salaries	7366	SUPPL PRGS:FSTR YOUTH/JUV DETN				(6,579)	
Update Salaries	7810	OTHER RESTRICTED STATE				1,101	
Update Salaries	8150	RMA - ONGOING MAJOR MAINT				(32)	
Budget for California Partnership Math and Science Ed	9010	OTHER RESTRICTED LOCAL				31,134	
Update Salaries	9064	S4C				(14)	
Update Salaries	9410	WORKFORCE YOUTH SVCS-FED P/T				(10,647)	
Update Salaries	9411	MIGRANT HEAD START-FED PASS TH				1,223	
Update Salaries	9412	YHDP- Youth Homeless Demonstration Project				642	
<b>Total Employee Benefits</b>			<b>13,167,744</b>	<b>12,933,577</b>	<b>(106,069)</b>	<b>(15,218)</b>	<b>12,812,290</b>
Books and Supplies (4000-4999)			1,824,785	3,072,710			

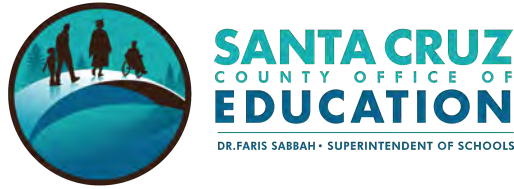
Budget Variance Detail for  
January, 2020  
February 20, 2020 Board Meeting

Description (Object Code Range)	Res	Program	2019-20	2019-20	Variance		2019-20
			Adopted Budget	Board Meeting 01/16/20	Unrestricted	Restricted	Board Meeting 02/20/20
Update Salaries	0030	Educational Services			913		
Update Salaries	0040	Maintenance			142		
Update Salaries	0060	Administration			218,263		
Update Salaries	0086	Technology Admin			13,113		
Update Salaries	0090	EDUCATION & ADMIN OPERATIONS			49,839		
Update Salaries	0610	JUVENILE COURT SCHOOLS			11,990		
Update Salaries	0611	JUVENILE COURT SUPPLEMENTAL			22,842		
Update Salaries	0620	COUNTY COMMUNITY SCHOOLS			7,818		
Update Salaries	0621	COUNTY COMMUNITY SUPPLEMENTAL			23,999		
Update Salaries	0830	CAREER TECHNICAL EDUCATION PARTNERSHIP			(6,829)		
Update Salaries	1100	LOTTERY: UNRESTRICTED			3,175		
Update Salaries	3010	NCLB:TIT I BAS GRNTS LOW INC				564	
Update Salaries	3025	NCLB:TIT I LOC DELINQ PRGS				1,900	
Update Salaries	3182	ESSA School Improvement (CSI) LEA				(1)	
Update Salaries	3183	ESSA School Improvement COE				(698)	
Update Salaries	3310	SP ED-IDEA BAS GRNT ENTL				0	
Update Salaries	3385	SP ED-IDEA EARLY INTERV GRANTS				150	
Update Salaries	5630	NCLB:TIT X HOMELESS ASST GRNTS				47,841	
Update Salaries	5810	OTHER RESTRICTED FEDERAL				32	
Update Salaries	6388	Strong Workforce Program				45,089	
Update Salaries	6500	SPECIAL EDUCATION				(24,031)	
Update Salaries	6510	SP ED-EARLY ED IND W/EXC NEEDS				(2)	
Update Salaries	6520	SP ED:PRJ WORKABILITY I LEA				(1,266)	
Update Salaries	6685	Technical Assistance Grants				4,422	
New Grant Tobacco-Use Prevention Education (TUPE)	6695	Tobacco: Health Disparities				131,684	
Update Salaries	7135	ENVIRONMENTAL EDUCATION				37	
Update Salaries	7366	SUPPL PRGS:FSTR YOUTH/JUV DETN				19,845	
Update Salaries	7810	OTHER RESTRICTED STATE				(3,728)	
Update Salaries	8150	RMA - ONGOING MAJOR MAINT				142	
Update Salaries	9010	OTHER RESTRICTED LOCAL				(40,262)	
Extra Counseling Books	9064	S4C				361	
Update Salaries	9410	WORKFORCE YOUTH SVCS-FED P/T				30,707	
Update Salaries	9411	MIGRANT HEAD START-FED PASS TH				53,354	
Update Salaries	9412	YHDP- Youth Homeless Demonstration Project				(1,146)	
Total Books and Supplies			1,824,785	3,264,483	345,264	264,995	3,874,742
Services, Other Operating Expenses (5000-5999)			9,627,325	10,861,994			
Update Salaries	0030	Educational Services			(2,268)		
Increase to cover services requisition	0060	Administration			11,052		
Increase MHS Natl Conf, Professional Development Opp	0090	EDUCATION & ADMIN OPERATIONS			46,300		
Update Salaries	0620	COUNTY COMMUNITY SCHOOLS			6,500		
Adjust for EWRs	3182	ESSA School Improvement (CSI) LEA				(4,609)	
Adjust for EWRs	3183	ESSA School Improvement COE				768	
News to you subscription	5630	NCLB:TIT X HOMELESS ASST GRNTS				(300)	
Update Salaries	6300	LOTTERY:INSTRUCTIONAL MATL				750	
Adjust Indirects	6500	SPECIAL EDUCATION				49,169	
Adjust Direct Transfer	6510	SP ED-EARLY ED IND W/EXC NEEDS				(4,325)	
New Grant Tobacco-Use Prevention Education (TUPE)	6695	Tobacco: Health Disparities				2,088	
Adjust for EWRs	7810	OTHER RESTRICTED STATE				(1,000)	
Budget for California Partnership Math and Science Ed	9010	OTHER RESTRICTED LOCAL				10,693	
Return unspent funds	9064	S4C				(300)	
Setup budget for workbased activities incentives	9410	WORKFORCE YOUTH SVCS-FED P/T				(100)	
End of Year Purchases	9411	MIGRANT HEAD START-FED PASS TH				(52,687)	
Total Services, Other Operating Expenses			9,627,325	10,861,994	61,584	147	10,923,725
Capital Outlay (6000-6999)			1,671,300	1,681,583			
Addl Support Student Services Property	0090	EDUCATION & ADMIN OPERATIONS			500,000		
Cover 4399's at 2nd interim	6500	SPECIAL EDUCATION				(4,352)	



Budget Variance Detail for  
January, 2020  
February 20, 2020 Board Meeting

			2019-20	2019-20	Variance		2019-20
Description (Object Code Range)	Res	Program	Adopted Budget	Board Meeting 01/16/20	Unrestricted	Restricted	Board Meeting 02/20/20
Total Capital Outlay			1,671,300	1,681,583	500,000	(4,352)	2,177,231
Other Outgo (7100-7299, 7400-7499)			5,724,756	5,724,756			
<b>Total Other Outgo</b>			<b>5,724,756</b>	<b>5,724,756</b>	<b>-</b>	<b>-</b>	<b>5,724,756</b>
Interprogram Support Services (7300-7399)			(92,842)	(88,861)			
CORRECT INDIRECT TO EXCLUDE SUB-AWARD	0050	Operations					
ADJUST INDIRECTS	0060	Administration			(12,264)		
Correct Budget for Indirects	6500	SPECIAL EDUCATION				(2,006)	
New Grant Tobacco-Use Prevention Education (TUPE)	6695	Tobacco: Health Disparities				6,689	
Budget for California Partnership Math and Science Ed	9010	OTHER RESTRICTED LOCAL				892	
<b>Total Interprogram Support</b>			<b>(92,842)</b>	<b>(88,861)</b>	<b>(12,264)</b>	<b>5,575</b>	<b>(95,550)</b>
Interfund Transfers Out (7600-7629)			31,000	385,233			
<b>Total Interfund Transfers Out</b>			<b>31,000</b>	<b>385,233</b>	<b>-</b>	<b>-</b>	<b>385,233</b>
<b>TOTAL EXPENDITURES</b>			<b>54,586,033</b>	<b>57,149,922</b>	<b>552,000</b>	<b>129,237</b>	<b>57,831,159</b>
BEGINNING FUND BALANCE			27,366,002	27,366,002			27,366,002
NET INCREASE (DECREASE) IN FUND BALANCE			(3,356,693)	(4,994,810)	(548,500)	(4,750)	(5,548,060)
ENDING FUND BALANCE			24,009,309	22,371,192			21,817,942



## SANTA CRUZ COUNTY BOARD OF EDUCATION

### AGENDA ITEM

**Board Meeting Date:** Feb. 20, 2020

☒

**Action**

☐

**Information**

**TO:** Dr. Faris Sabbah, County Superintendent of Schools

**FROM:** Mary Hart, Deputy Superintendent, Business

**SUBJECT:** Gifts and Donations

### BACKGROUND

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

### SUPERINTENDENT'S RECOMMENDATION FOR BOARD ACTION:

Accept gifts and donations as follows:

<u>Program</u>	<u>Donor</u>	<u>Value</u>
El Nido	Pam Pearl	Drum Set (Est. Value ~\$300)
Cypress High School	James & Chandra Gardner	\$50
Cypress High School	Nora Bianchi & Martin Hobbs	\$2,500
Cypress High School	Bryan & Kerri Berry	\$100

**Board Meeting Date:** February 20, 2020

**Agenda Item:** #9.0.3

Santa Cruz County Board of Education  
Donations  
February 20, 2020

Cypress High School	Pacific Compass Inc. DBA Costa Bella Builders	\$200
Cypress High School	Constance & William Vezey	\$200
Cypress High School	David & Jessica Grigsby	\$200
Cypress High School	Dianna & Kris Hill	\$100
Cypress High School	Aaron & Shelley Fleming	\$50
Cypress High School	Judy & Anders Beitnes	\$500
Cypress High School	Conner & Jocelyn O'Morris	\$50
Cypress High School	Lynn Keener	\$50
Cypress High School	Jennifer L. Pitino	\$25
Cypress High School	Steven & Elizabeth Volk	\$300
Cypress High School	Mike & Paige Moses	\$250
Cypress High School	Eric and Sarah Sanders	\$180
Cypress High School	Michael and Rose McNulty	\$100
Cypress High School	Paul Lennon	\$50
Cypress High School	Donna Illstrup	\$200
Cypress High School	Mary C. Kelly & Cindy Arvanites	\$100
Cypress High School	Ryan Adams	\$100
Cypress High School	Michele Goodwin-Hooks	\$100
Cypress High School	Keith & Christine Angell	\$100

Cypress High School	Kyle Angell	\$50
Cypress High School	Dale & Madeline Marentette	\$75
Cypress High School	Evangelina & Andrew Phipps	\$300
Cypress High School	C. R. Davis	\$50
Cypress High School	Carrie Staton & Jackson Nagle	\$100
Cypress High School	Josh & Faiza Defosset	\$100
Cypress High School	Lori & Joseph Bettencourt	\$100
Cypress High School	Mirella Cusirramos	\$50
Cypress High School	David Hooks	\$200
Cypress High School	Richard & Leslie Dye	\$100
Cypress High School	Rini Huddleston	\$100
2020 Civics Summit	Santa Cruz Rotary Foundation	\$250
CTEP	Alex Curotto	\$50
Cypress High School	Kris Willis	Hotel Points (Est. value ~\$1,600)

## **FUNDING IMPLICATIONS**

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



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

## SANTA CRUZ COUNTY BOARD OF EDUCATION

### AGENDA ITEM

**Board Meeting Date:** Feb. 20, 2020

☒

**Action**



**Information**

**TO:** Santa Cruz County Board of Education

**FROM:** Mary Hart, Deputy Superintendent, Business Services

**SUBJECT:** Santa Cruz County's Treasurer's Quarterly Investment Report, Quarter Ending Dec. 31, 2018

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### BACKGROUND

For the quarter ended December 31, 2018.

### SUPERINTENDENT'S RECOMMENDATION FOR BOARD ACTION:

Approve Treasurer's Quarterly Report

### FISCAL IMPLICATIONS:

Detailed herein.

# **Santa Cruz County Treasury Oversight Commission**

## **MEETING AGENDA**

**January 23, 2019 at 3:00 P.M.**

701 Ocean Street, Room 500

Santa Cruz, California

### **CALL TO ORDER**

### **ORAL COMMUNICATIONS**

Bank and Merchant Service Implementation Update

### **APPROVAL OF MINUTES OF October 31, 2018**

### **OLD BUSINESS**

### **NEW BUSINESS**

Economic / Credit / Portfolio Review

Review of Treasurer's Quarterly Investment Report for December 31, 2018

CAMP Memo

2019 Investment Policy

TOC Member / Term Updates

Terms ending March 31, 2019 and presentation to Bob Shepherd

New member appointments

Faris Sabbah – New County Superintendent of Schools

### **CORRESPONDENCE**

Reminder from BOS to submit 2018 Annual Attendance Report

1<sup>st</sup> Quarter Statement of Cash

### **NEXT MEETING**

Wednesday April 24, 2019 at 3:00 pm

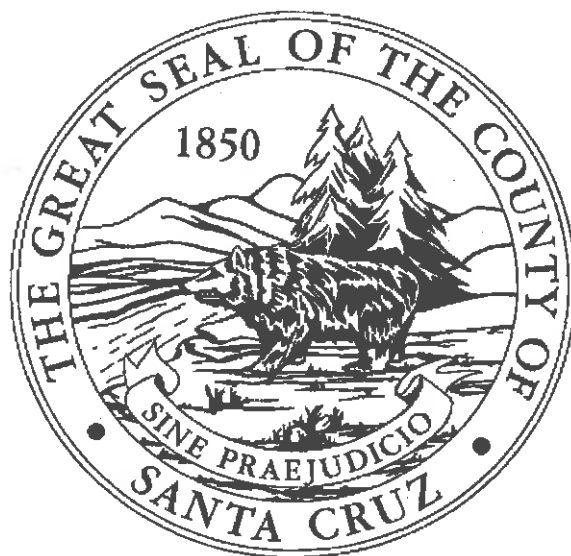
### **ADJOURNMENT**

The County of Santa Cruz does not discriminate on the basis of disability, and no person shall, by reason of a disability, be denied the benefits of its services, programs or activities. The meeting location is an accessible facility. If you are a person with a disability and require assistance in order to participate in the meeting, please contact Claire Schwartz at 454-2958 (TDD 454-2123) at least 72 hours in advance of the meeting to make arrangements. Persons with disabilities may request a copy of the agenda in an alternative format. As a courtesy to those affected, please attend the meeting smoke and scent free.

Santa Cruz County Treasurer's

# **Quarterly Investment Report**

**For the Quarter Ended  
December 31, 2018**



**Edith Driscoll**  
**Auditor – Controller – Treasurer - Tax Collector**

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## TREASURY OVERSIGHT COMMISSION

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**Chairperson:**

Angela Aitken  
Member Representing Special Districts  
Alternate: Vacant

**Current Members:**

Chris Schiermeyer  
Member Representing School Districts  
Alternate: Lynette Hamby

Bob Shepherd  
Public Member  
Alternate: Ron Sekkel

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

Michael Watkins  
Superintendent  
Santa Cruz County Office of Education  
Alternate: Mary Hart

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## AUDIT PROCESS

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



# COUNTY OF SANTA CRUZ

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

January 9, 2019

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

Subject: **CERTIFICATION OF LIQUIDITY**

Dear Members of the Board:

This report shows the investment activity for the quarter ending December 31, 2018 of pooled funds on deposit with the Treasurer and that it is in compliance with California Government Code Sections 27000 et seq., 53600 et seq., and the County's 2018 Investment Policy.

Attached are summaries of the Portfolio Structure, Investment Details, Securities Activity by Brokers, and other information to provide a better understanding of the investment activity that has occurred through December 31, 2018.

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

Respectfully submitted,

EDITH DRISCOLL

Auditor-Controller-Treasurer-Tax Collector

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## SUMMARY REPORTS

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

**Santa Cruz County Treasurer's Portfolio  
As of December 31, 2018**

ISSUER	COST	BOOK VALUE	YIELD	PAR VALUE	MARKET VALUE (1)	% of PORTFOLIO	% ALLOWED	PURCHASE DATE	MATURITY DATE	CREDIT RATING (2)
<b>U.S. Treasuries</b>										
US Treasury	24,965,808.33	24,989,120.83	2.30%	25,000,000.00	24,990,750.00	2.85%	100%	12/17/18	01/08/19	AA+ / Aaa
US Treasury	9,899,538.89	9,986,327.78	2.22%	10,000,000.00	9,986,100.00	1.14%	100%	08/08/18	01/24/19	AA+ / Aaa
US Treasury	14,885,156.25	14,993,705.28	1.10%	15,000,000.00	14,970,900.00	1.71%	100%	11/16/16	02/15/19	AA+ / Aaa
US Treasury	19,722,856.25	19,908,236.88	2.15%	20,000,000.00	19,882,000.00	2.27%	100%	04/05/18	05/15/19	AA+ / Aaa
US Treasury	14,771,484.38	14,924,589.85	2.01%	15,000,000.00	14,890,500.00	1.70%	100%	01/31/18	06/15/19	AA+ / Aaa
US Treasury	16,748,328.13	16,948,419.17	1.33%	17,000,000.00	16,837,310.00	1.93%	100%	11/28/16	07/15/19	AA+ / Aaa
US Treasury	11,902,988.75	11,944,516.01	2.44%	12,000,000.00	11,935,800.00	1.36%	100%	07/27/18	07/31/19	AA+ / Aaa
US Treasury	9,855,859.38	9,901,603.20	2.84%	10,000,000.00	9,903,811.96	1.13%	100%	11/05/18	08/15/19	AA+ / Aaa
US Treasury	17,796,093.75	17,875,594.25	2.64%	18,000,000.00	17,875,554.36	2.04%	100%	10/31/18	08/31/19	AA+ / Aaa
US Treasury	19,910,156.25	19,977,776.86	1.04%	20,000,000.00	19,753,200.00	2.28%	100%	11/10/16	09/15/19	AA+ / Aaa
US Treasury	19,637,500.00	19,770,336.64	2.49%	20,000,000.00	19,747,600.00	2.25%	100%	07/19/18	10/15/19	AA+ / Aaa
US Treasury	19,779,687.50	19,823,348.89	2.69%	20,000,000.00	19,830,603.31	2.26%	100%	11/21/18	10/31/19	AA+ / Aaa
US Treasury	14,735,742.19	14,773,493.31	2.77%	15,000,000.00	14,789,100.00	1.68%	100%	11/09/18	11/15/19	AA+ / Aaa
US Treasury	19,679,687.50	19,794,747.48	2.77%	20,000,000.00	19,827,873.91	2.26%	100%	11/28/18	01/31/20	AA+ / Aaa
US Treasury	17,890,312.50	18,011,370.52	2.76%	18,000,000.00	18,043,993.59	2.05%	100%	12/13/18	02/29/20	AA+ / Aaa
<b>Total US Treasuries</b>	<b>292,176,988.05</b>	<b>\$ 293,823,787.05</b>	<b>2.22%</b>	<b>\$ 295,000,000.00</b>	<b>\$ 293,265,097.13</b>	<b>28.99%</b>	<b>100%</b>			
<b>U.S. Government Agencies</b>										
Federal Home Loan Bank	9,993,300.00	9,999,866.18	1.28%	10,000,000.00	9,995,000.00	1.14%	25%	12/15/18	01/16/19	AA+ / Aaa
Federal Farm Credit Bank	15,000,000.00	15,000,000.00	1.25%	15,000,000.00	14,993,100.00	1.71%	25%	01/17/17	01/17/19	AA+ / Aaa
Federal National Mort Association	10,000,000.00	10,000,000.00	1.00%	10,000,000.00	9,990,900.00	1.14%	25%	07/25/16	01/25/19	AA+ / Aaa
Federal National Mort Association	19,945,000.00	19,998,570.44	1.61%	20,000,000.00	19,984,200.00	2.28%	25%	11/15/17	01/28/19	AA+ / Aaa
Federal Home Loan Bank	15,060,890.00	15,005,600.87	1.30%	15,000,000.00	14,973,800.00	1.71%	25%	03/02/17	03/08/19	AA+ / Aaa
Federal Home Loan Bank	15,116,550.00	15,008,439.04	0.97%	15,000,000.00	14,962,950.00	1.71%	25%	05/13/16	03/15/19	AA+ / Aaa
Federal National Mort Association	15,000,000.00	15,000,000.00	1.20%	15,000,000.00	14,921,100.00	1.71%	25%	05/23/16	05/23/19	AA+ / Aaa
Federal Home Loan Bank	14,860,500.00	14,948,988.81	2.22%	15,000,000.00	14,926,800.00	1.70%	25%	04/16/18	05/28/19	AA+ / Aaa
Federal Farm Credit Bank	13,962,900.00	13,994,778.52	1.15%	14,000,000.00	13,912,640.00	1.59%	25%	06/03/16	06/03/19	AA+ / Aaa
Federal Home Loan Bank	17,989,740.00	17,997,785.15	1.43%	18,000,000.00	17,895,420.00	2.05%	25%	03/29/17	06/27/19	AA+ / Aaa
Federal Home Loan Mortg Corp	14,779,050.00	14,866,939.00	2.45%	15,000,000.00	14,845,050.00	1.69%	25%	07/02/18	10/02/19	AA+ / Aaa
Federal Home Loan Mortg Corp	14,917,050.00	14,960,116.11	1.76%	15,000,000.00	14,831,700.00	1.70%	25%	11/21/17	01/17/20	AA+ / Aaa
Federal Home Loan Bank	9,989,000.00	9,993,905.82	2.18%	10,000,000.00	9,953,200.00	1.14%	25%	02/09/18	02/11/20	AA+ / Aaa
Federal Farm Credit Bank	12,992,947.11	12,994,906.25	2.58%	13,000,000.00	13,001,430.00	1.48%	25%	06/11/18	06/11/20	AA+ / Aaa
Federal Home Loan Mortg Corp	19,656,000.00	19,797,571.19	2.88%	20,000,000.00	19,879,033.33	2.26%	25%	10/25/18	07/13/20	AA+ / Aaa
Federal Home Loan Mortg Corp	12,000,000.00	12,000,000.00	3.00%	12,000,000.00	12,001,920.00	1.37%	25%	10/25/18	01/25/21	AA+ / Aaa
Federal Farm Credit Bank	12,987,455.00	12,987,989.32	3.08%	13,000,000.00	13,170,690.00	1.48%	25%	11/15/18	11/15/21	AA+ / Aaa
Federal Home Loan Mortg Corp	12,000,000.00	12,000,000.00	3.05%	12,000,000.00	12,035,760.00	1.37%	25%	12/27/18	12/27/21	AA+ / Aaa
<b>Total Government Agencies</b>	<b>256,250,182.11</b>	<b>\$ 256,553,436.70</b>	<b>1.90%</b>	<b>\$ 257,000,000.00</b>	<b>\$ 256,274,493.33</b>	<b>29.23%</b>	<b>100%</b>			

**Santa Cruz County Treasurer's Portfolio  
As of December 31, 2018**

ISSUER	COST	BOOK VALUE	YIELD	PAR VALUE	MARKET VALUE (1)	% of PORTFOLIO	% ALLOWED	PURCHASE DATE	MATURITY DATE	CREDIT RATING (2)
<b>Supranationals</b>										
Int Bank of Redevelopment	15,000,000.00	15,000,000.00	1.04%	15,000,000.00	15,000,000.00	1.71%	30%	03/02/16	01/02/19	AAA / Aaa
Int Bank of Redevelopment	15,000,000.00	15,000,000.00	1.25%	15,000,000.00	14,936,250.00	1.71%	30%	04/26/16	04/26/19	AAA / Aaa
Int Bank of Redevelopment	9,853,200.00	9,954,116.20	1.65%	10,000,000.00	9,869,700.00	1.14%	30%	01/04/17	11/27/19	AAA / Aaa
International Finance Corp.	10,000,000.00	10,000,000.00	2.61%	10,000,000.00	9,960,100.00	1.14%	30%	07/03/18	06/29/20	AAA / Aaa
<b>Total Supranational</b>	<b>49,853,200.00</b>	<b>\$ 49,954,116.20</b>	<b>1.54%</b>	<b>\$ 50,000,000.00</b>	<b>\$ 49,766,050.00</b>	<b>5.69%</b>	<b>30%</b>			
<b>Medium Term Notes</b>										
Johnson & Johnson	10,028,500.00	10,001,704.89	1.02%	10,000,000.00	9,973,700.00	1.14%	10%	05/18/16	03/01/19	AAA / Aaa
Johnson & Johnson	7,683,111.00	7,732,643.66	1.70%	7,740,000.00	7,719,643.80	0.88%	10%	11/17/17	03/01/19	AAA / Aaa
National Australia Bank	11,866,800.00	11,938,829.58	2.65%	12,000,000.00	11,919,333.33	1.36%	10%	08/22/18	07/12/19	AA- / Aa3 / AA-
Microsoft Corporation	9,998,500.00	9,999,698.61	1.11%	10,000,000.00	9,900,500.00	1.14%	10%	08/08/16	08/08/19	AAA / Aaa / AA+
Toyota Motor Credit Corp	8,900,100.00	8,927,145.64	2.88%	9,000,000.00	8,915,327.50	1.02%	10%	12/11/18	10/18/19	AA- / Aa3 / A+
US Bank NA	11,915,400.00	12,033,491.49	3.01%	12,000,000.00	12,039,733.33	1.37%	10%	12/21/18	01/23/20	AA- / A1 / AA-
Apple Inc.	11,518,006.50	11,534,083.64	2.03%	11,550,000.00	11,449,746.00	1.31%	10%	11/21/17	02/07/20	AA+ / Aa1 / AA+
Wal-Mart Stores Inc.	10,011,300.00	10,008,396.09	2.79%	10,000,000.00	10,016,200.00	1.14%	10%	06/27/18	06/23/20	AA / Aa2 / AA
<b>Total Medium Term Notes</b>	<b>81,921,717.50</b>	<b>\$ 82,175,993.60</b>	<b>2.18%</b>	<b>\$ 82,290,000.00</b>	<b>\$ 81,934,183.96</b>	<b>9.36%</b>	<b>30%</b>			
<b>Negotiable CDs</b>										
Standard Chartered Bank	25,000,000.00	25,000,000.00	2.50%	25,000,000.00	24,998,000.00	2.85%	10%	10/03/18	02/04/19	A1 / P1 / F1
Toronto Dominion Bank NY	25,000,000.00	25,000,000.00	2.48%	25,000,000.00	24,997,250.00	2.85%	10%	10/02/18	02/05/19	A1+ / P1 / F1+
Nordea Bank	25,000,000.00	25,000,000.00	2.65%	25,000,000.00	25,001,250.00	2.85%	10%	11/20/18	02/20/19	A1+ / P1 / F1+
Svenska Handelsbanken NY	25,000,000.00	25,000,000.00	2.86%	25,000,000.00	25,001,250.00	2.85%	10%	11/28/18	02/26/19	A1+ / P1 / F1+
Swedbank NY	25,000,000.00	25,000,000.00	2.72%	25,000,000.00	25,002,000.00	2.85%	10%	11/29/18	04/29/19	A1+ / P1 / F1+
Royal Bank of Canada	25,000,000.00	25,000,000.00	2.86%	25,000,000.00	24,999,250.00	2.85%	10%	11/07/18	05/07/19	A1+ / P1 / F1+
<b>Total Negotiable CDs</b>	<b>150,000,000.00</b>	<b>150,000,000.00</b>	<b>2.65%</b>	<b>150,000,000.00</b>	<b>149,998,000.00</b>	<b>17.09%</b>	<b>30%</b>			
<b>Checking</b>										
Bank of the West Checking	3,599,695.86	3,599,695.86	0.60%	3,599,695.86	3,599,695.86	0.41%	-	NA	NA	NR
<b>Total Checking</b>	<b>3,599,695.86</b>	<b>\$ 3,599,695.86</b>	<b>0.60%</b>	<b>\$ 3,599,695.86</b>	<b>\$ 3,599,695.86</b>	<b>0.41%</b>	<b>10%</b>			
<b>Money Market Mutual Funds (3)</b>										
Bank of the West MMF	9,000,000.00	9,000,000.00	1.91%	9,000,000.00	9,000,000.00	1.03%	10%	NA	NA	NR
US Bank MMF	5,000,000.00	5,000,000.00	1.75%	5,000,000.00	5,000,000.00	0.57%	10%			
<b>Total Money Market Funds</b>	<b>14,000,000.00</b>	<b>\$ 14,000,000.00</b>	<b>1.86%</b>	<b>\$ 14,000,000.00</b>	<b>\$ 14,000,000.00</b>	<b>1.60%</b>				
<b>Miscellaneous Investments</b>										
LAIF	55,335,870.97	55,335,870.97	2.40%	55,335,870.97	55,335,870.97	6.30%	10%	NA	NA	NR
Lighthouse Bank CD	252,936.96	252,936.96	0.70%	252,936.96	252,936.96	0.03%	10%	04/03/17	04/03/19	FDIC
California GO Municipal Bond	12,191,707.35	12,192,807.22	2.31%	12,195,000.00	12,095,244.90	1.39%	10%	02/15/18	10/01/20	AA- / Aa3 / AA-
<b>Total Misc. Investments</b>	<b>67,780,515.28</b>	<b>\$ 67,781,615.15</b>	<b>2.38%</b>	<b>\$ 67,783,807.93</b>	<b>\$ 67,684,052.83</b>	<b>7.72%</b>				
<b>GRAND TOTAL</b>	<b>875,584,290.80</b>	<b>\$ 877,688,044.56</b>	<b>2.16%</b>	<b>\$ 879,673,503.79</b>	<b>\$ 876,522,673.11</b>	<b>100.00%</b>				

(1) Market Value pricing obtained from Union Bank safekeeper (custodial bank).

(2) Split ratings reflect ratings from S&P and Moodys.

(3) Money Market Mutual Fund balances do not include current month interest.

# County of Santa Cruz Investment Pool

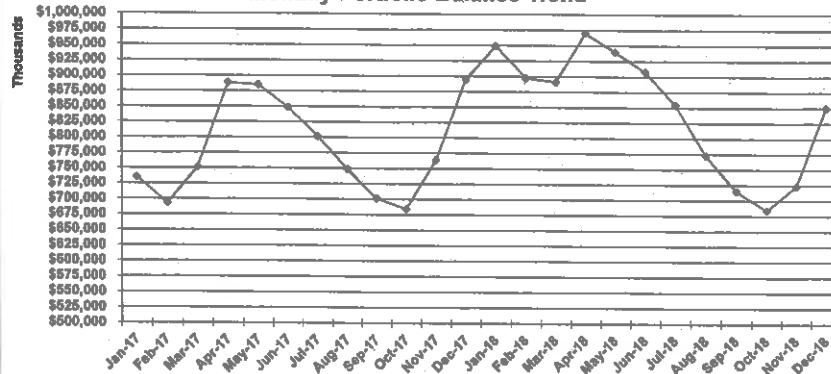
## Portfolio Size and Composition

As of December 31, 2018

### Monthly Balance History

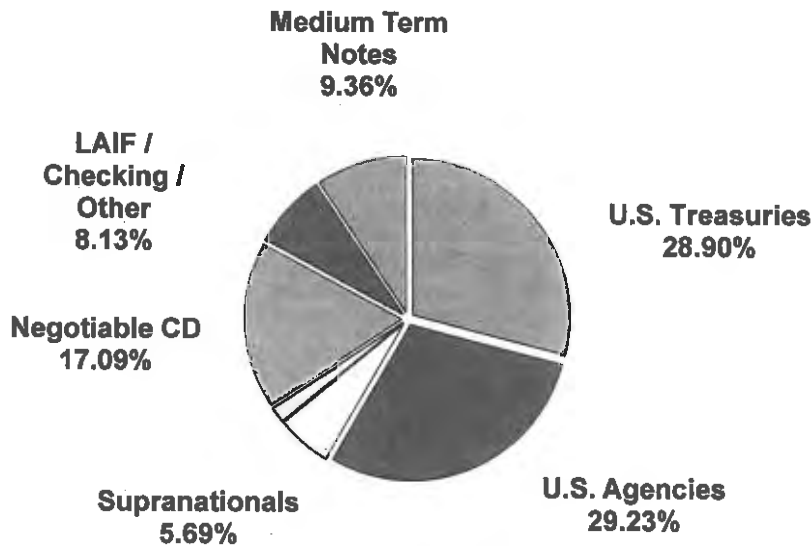
Jan-17	\$ 736,348,123.88
Feb-17	\$ 682,905,328.84
Mar-17	\$ 751,328,804.81
Apr-17	\$ 888,468,358.98
May-17	\$ 884,848,184.36
Jun-17	\$ 848,542,857.86
Jul-17	\$ 802,006,772.15
Aug-17	\$ 746,725,187.72
Sep-17	\$ 701,383,435.48
Oct-17	\$ 684,356,827.43
Nov-17	\$ 763,716,802.73
Dec-17	\$ 895,152,385.06
Jan-18	\$ 949,230,650.05
Feb-18	\$ 897,258,528.82
Mar-18	\$ 891,137,689.55
Apr-18	\$ 969,921,984.10
May-18	\$ 939,980,112.42
Jun-18	\$ 907,918,547.25
Jul-18	\$ 854,704,856.33
Aug-18	\$ 772,963,331.43
Sep-18	\$ 714,830,104.72
Oct-18	\$ 684,995,548.04
Nov-18	\$ 723,337,328.80
Dec-18	\$ 848,852,810.14

### Monthly Portfolio Balance Trend



	12/31/2018	9/30/2018	12/31/2017	12/31/2016
U.S. Treasuries	28.90%	28.66%	33.47%	35.54%
U.S. Agencies	29.23%	30.26%	26.98%	27.66%
Supranationals	5.69%	6.94%	4.09%	3.94%
Money Market Fund	1.60%	3.48%	7.18%	6.57%
Commercial Paper	0.00%	0.00%	0.00%	0.00%
Negotiable CD	17.09%	8.62%	12.82%	9.85%
LAIF / BOW / Other	7.72%	11.88%	7.63%	9.87%
Medium Term Note	9.36%	10.16%	7.83%	6.67%
	100%	100%	100%	100%

## Portfolio Composition

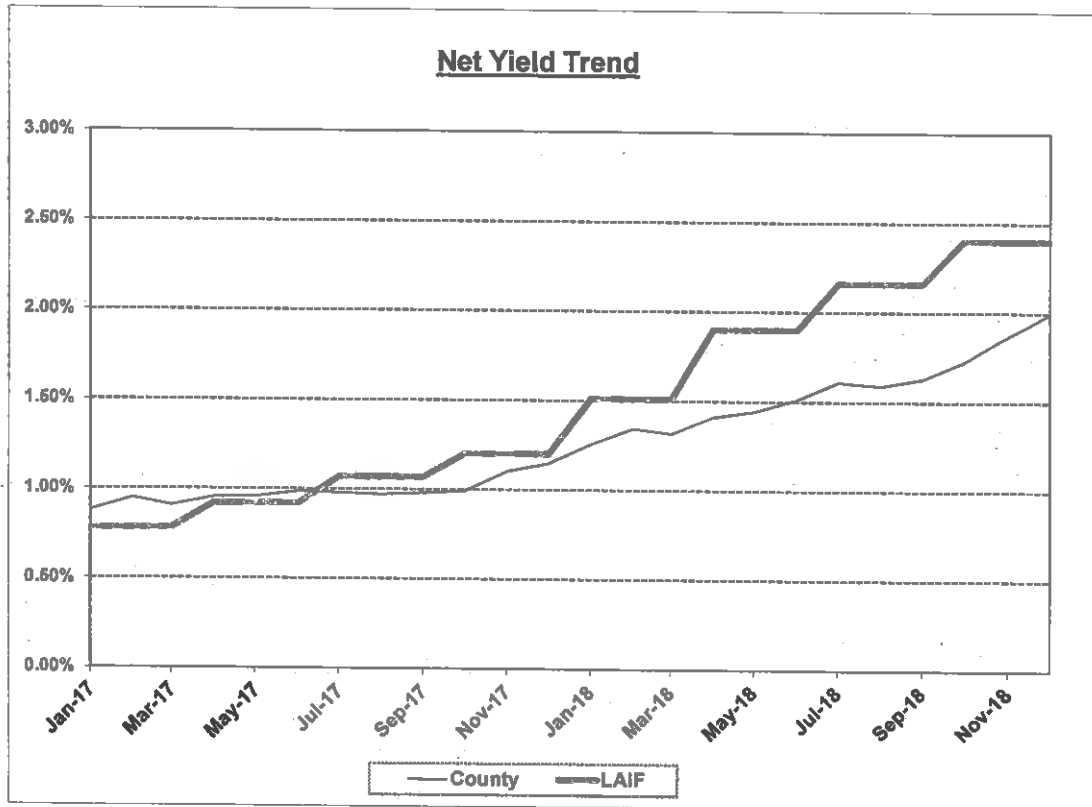


# County of Santa Cruz Investment Pool

## Portfolio Net Yield

As of December 31, 2018

Apportionment Rate			
Month	County	LAIF	Difference
Jan-17	0.880%	0.780%	0.10%
Feb-17	0.947%	0.780%	0.17%
Mar-17	0.907%	0.780%	0.13%
Apr-17	0.953%	0.920%	0.03%
May-17	0.957%	0.920%	0.04%
Jun-17	0.986%	0.920%	0.07%
Jul-17	0.979%	1.070%	-0.09%
Aug-17	0.971%	1.070%	-0.10%
Sep-17	0.981%	1.070%	-0.09%
Oct-17	0.993%	1.200%	-0.21%
Nov-17	1.103%	1.200%	-0.10%
Dec-17	1.148%	1.200%	-0.05%
Jan-18	1.257%	1.510%	-0.25%
Feb-18	1.346%	1.510%	-0.16%
Mar-18	1.319%	1.510%	-0.19%
Apr-18	1.412%	1.900%	-0.49%
May-18	1.445%	1.900%	-0.46%
Jun-18	1.512%	1.900%	-0.39%
Jul-18	1.610%	2.160%	-0.55%
Aug-18	1.590%	2.160%	-0.57%
Sep-18	1.630%	2.160%	-0.53%
Oct-18	1.725%	2.400%	-0.68%
Nov-18	1.870%	2.400%	-0.53%
Dec-18	1.994%	2.400%	-0.41%





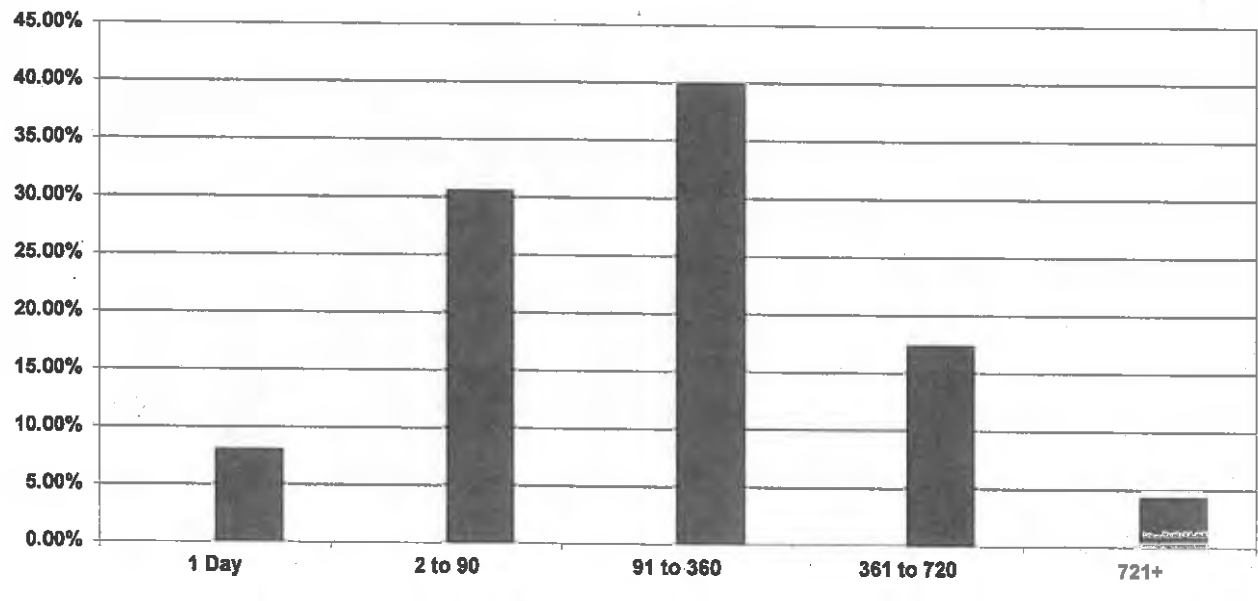
# County of Santa Cruz Investment Pool

## Maturity Distribution

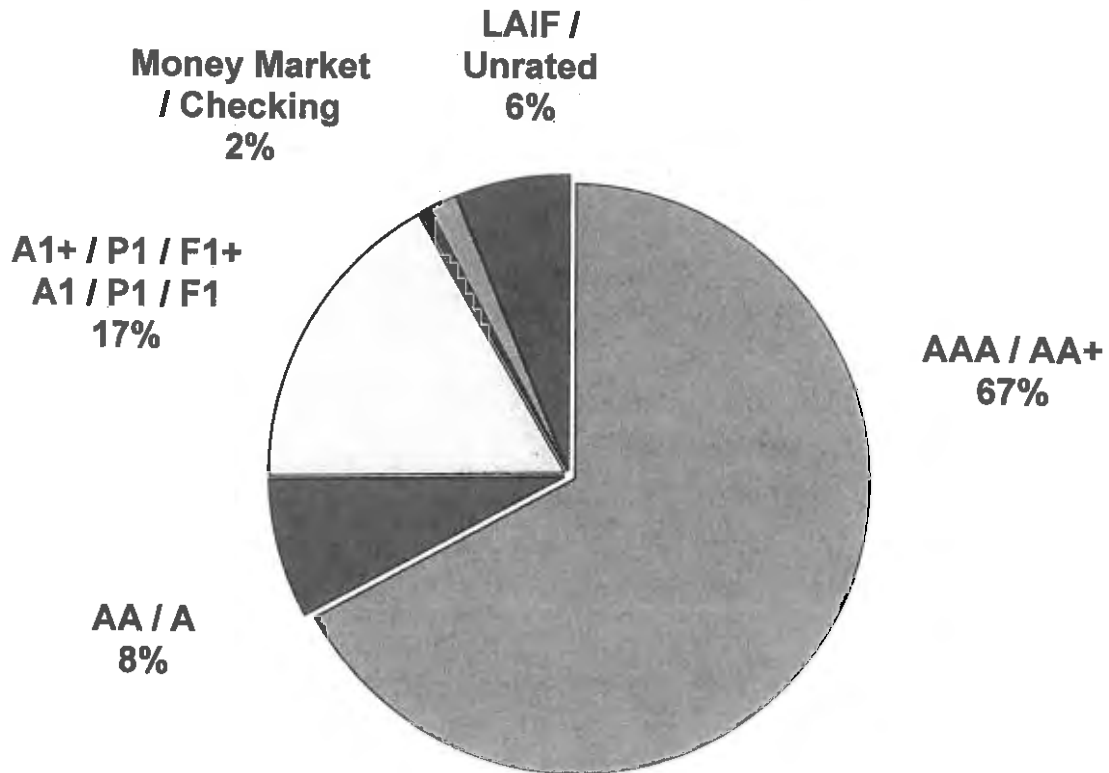
December 31, 2018

Maturing In:	12/31/2018	9/30/2018	12/31/2017	12/31/2016
1 Day	7.98%	17.19%	11.68%	15.30%
2 to 90	30.54%	18.55%	15.10%	18.57%
91 to 360	39.95%	45.56%	43.55%	25.68%
361 to 720	17.31%	18.01%	26.77%	18.38%
721+	4.22%	1.70%	2.82%	22.09%
Total	100%	100%	100%	100%
WAM (days)	213	198	245	346
Duration	0.57	0.54	0.67	0.98

Portfolio Maturity Distribution



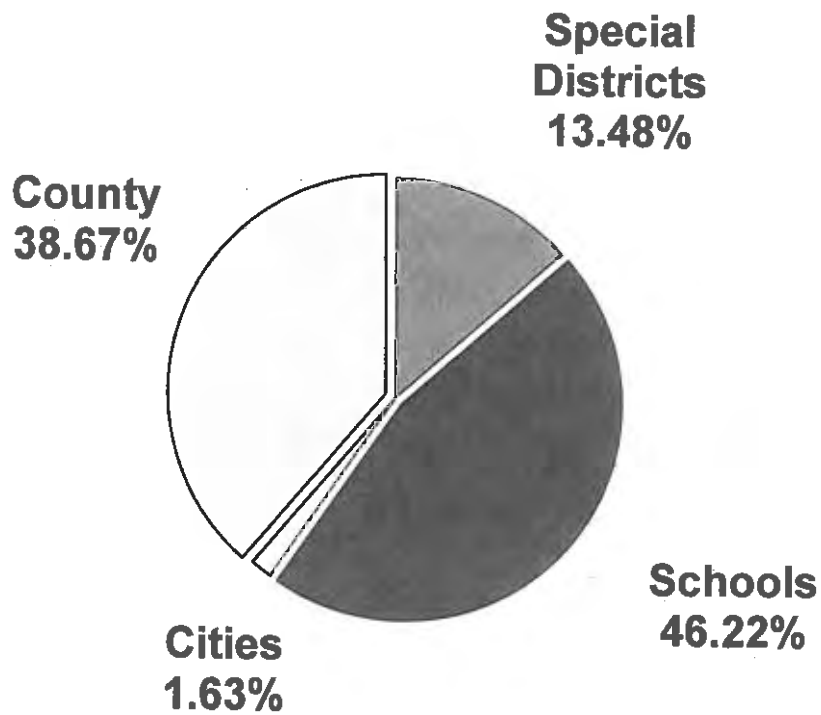
**County of Santa Cruz Investment Pool**  
**Credit Quality Distribution**  
 December 31, 2018



Rating	Market Value		12/31/2018	9/30/2018	12/31/2017	12/31/2016
		(\$ ml)				
AAA / AA+ *	\$	590	67%	72%	69%	71%
AA	\$	67	8%	6%	4%	2%
A	\$	-	0%	0%	0%	0%
A1 / P1 / F1	\$	150	17%	9%	13%	10%
Checking	\$	4	0%	1%	3%	1%
Money Market	\$	14	2%	3%	7%	7%
LAIF / Unrated	\$	55	6%	9%	4%	9%
Total Portfolio Value	\$	880	100%	100%	100%	100%

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

**County of Santa Cruz Investment Pool**  
**Source of Funds**  
As of December 31, 2018



	12/31/2018	12/31/2017	12/31/2016
County	38.67%	37.97%	41.70%
Special Districts	13.48%	10.04%	11.88%
Schools	46.22%	50.57%	46.12%
Cities	1.63%	1.42%	0.28%
Total	100%	100%	100%

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## DETAILED LIST OF INVESTMENTS OUTSTANDING

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As of December 31, 2018

### REPORT DESCRIPTION

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

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

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

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

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

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

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

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

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

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

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

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



**Quarterly Reports  
Portfolio Management  
Portfolio Summary  
December 31, 2018**

<b>Investments</b>	<b>Par Value</b>	<b>Market Value</b>	<b>Book Value</b>	<b>% of Portfolio</b>	<b>Term</b>	<b>Days to Maturity</b>	<b>YTM 360 Equiv.</b>	<b>YTM 365 Equiv.</b>
U.S. Treasury Notes/ Bonds	220,000,000.00	218,288,247.13	218,647,738.44	25.01	527	252	2.178	2.208
Federal Agency Issues - Coupon	257,000,000.00	256,274,493.33	256,553,436.70	29.35	783	314	1.878	1.904
Medium Term Notes	82,290,000.00	81,934,183.96	82,175,993.60	9.40	642	278	2.152	2.181
Negotiable CDs	150,000,000.00	149,999,000.00	150,000,000.00	17.16	127	70	2.612	2.648
Municipal Bonds	12,195,000.00	12,085,244.90	12,192,807.22	1.39	959	639	2.275	2.307
Local Agency Investment Fund (LAIF)	55,335,870.97	55,335,870.97	55,335,870.97	6.33	1	1	2.367	2.400
Treasury Discounts -Amortizing	35,000,000.00	34,976,850.00	34,975,448.61	4.00	64	12	2.249	2.280
Supranationals	50,000,000.00	49,766,050.00	49,954,116.20	5.72	996	210	1.517	1.538
Money Market Mutual Funds 02	14,000,000.00	14,000,000.00	14,000,000.00	1.60	1	1	1.967	1.994
Rolling Repurchase Agreements - 3	252,936.96	252,936.96	252,936.96	0.03	730	92	0.690	0.700
<b>Investments</b>	<b>876,073,807.93</b>	<b>872,922,877.25</b>	<b>874,088,348.70</b>	<b>100.00%</b>	<b>517</b>	<b>215</b>	<b>2.137</b>	<b>2.166</b>

<b>Total Earnings</b>	<b>December 31 Period Ending</b>
Current Year	3,781,812.18
Average Daily Balance	752,744,770.27
Effective Rate of Return	1.99%

Santa Cruz County Treasurer,

**Quarterly Reports  
Portfolio Management  
Portfolio Details - Investments  
December 31, 2018**

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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	YTM 365	Days to Maturity	Maturity Date
<b>U.S. Treasury Notes/ Bonds</b>												
912828P53	22203	US Treasury N/B		11/16/2016	15,000,000.00	14,970,900.00	14,993,705.28	0.750	1.081	1.096	46	02/15/2019
912828R44	22263	US Treasury N/B		04/05/2018	20,000,000.00	19,882,000.00	19,908,236.88	0.875	2.116	2.145	134	05/15/2019
912828R85	22258	US Treasury N/B		01/31/2018	15,000,000.00	14,890,500.00	14,924,589.85	0.875	1.979	2.007	165	06/15/2019
912828S43	22206	US Treasury N/B		11/28/2016	17,000,000.00	16,837,310.00	16,948,419.17	0.750	1.311	1.329	195	07/15/2019
912828WW6	22277	US Treasury N/B		07/27/2018	12,000,000.00	11,935,800.00	11,944,516.01	1.625	2.406	2.439	211	07/31/2019
912828B5	22287	US Treasury N/B		11/05/2018	10,000,000.00	9,903,811.96	9,901,603.20	0.750	2.599	2.635	226	08/15/2019
912828T6	22286	US Treasury N/B		10/31/2018	18,000,000.00	17,875,554.36	17,875,594.25	1.250	2.599	2.635	242	08/31/2018
912828G4	22202	US Treasury N/B		11/10/2016	20,000,000.00	19,753,200.00	19,977,776.86	0.875	1.021	1.036	257	09/15/2019
912828T59	22276	US Treasury N/B		07/19/2018	20,000,000.00	19,747,600.00	19,770,336.64	1.000	2.458	2.492	287	10/15/2019
912828F82	22292	US Treasury N/B		11/21/2018	20,000,000.00	19,830,603.31	19,823,348.99	1.500	2.655	2.692	303	10/31/2019
912828U32	22289	US Treasury N/B		11/09/2018	15,000,000.00	14,789,100.00	14,773,493.31	1.000	2.732	2.770	318	11/15/2019
912828UL2	22294	US Treasury N/B		11/28/2018	20,000,000.00	19,827,873.91	19,794,747.48	1.375	2.732	2.770	395	01/31/2020
912828Y4	22297	US Treasury N/B		12/13/2018	18,000,000.00	18,043,983.59	18,011,370.52	2.250	2.725	2.763	424	02/29/2020
<b>Subtotal and Average</b>			<b>175,310,252.24</b>		<b>220,000,000.00</b>	<b>218,288,247.13</b>	<b>218,647,738.44</b>		<b>2.178</b>	<b>2.208</b>	<b>252</b>	
<b>Federal Agency Issues - Coupon</b>												
3130AAE46	22211	Federal Home Loan Bank		12/15/2016	10,000,000.00	9,995,000.00	9,999,866.18	1.250	1.265	1.283	15	01/16/2019
3133EG3X1	22217	Federal Farm Credit Bank		01/17/2017	15,000,000.00	14,993,100.00	15,000,000.00	1.250	1.233	1.250	16	01/17/2019
3135G0M67	22199	Federal National Mort. Assoc.		07/25/2016	10,000,000.00	9,990,900.00	10,000,000.00	1.000	0.986	1.000	24	01/25/2019
3135G0H63	22245	Federal National Mort. Assoc.		11/15/2017	20,000,000.00	19,984,200.00	19,996,570.44	1.375	1.584	1.606	27	01/28/2019
3133782M2	22219	Federal Home Loan Bank		03/02/2017	15,000,000.00	14,973,600.00	15,005,600.87	1.500	1.278	1.296	66	03/08/2019
3130A7L37	22194	Federal Home Loan Bank		05/13/2016	15,000,000.00	14,962,950.00	15,008,439.04	1.250	0.958	0.972	73	03/15/2019
3136G3NA9	22196	Federal National Mort. Assoc.		05/23/2016	15,000,000.00	14,921,100.00	15,000,000.00	1.200	1.184	1.200	142	05/23/2019
3130ABF92	22264	Federal Home Loan Bank		04/18/2018	15,000,000.00	14,926,800.00	14,948,988.81	1.375	2.192	2.222	147	05/28/2019
3133EGCA1	22197	Federal Farm Credit Bank		06/03/2016	14,000,000.00	13,912,640.00	13,994,778.52	1.060	1.134	1.150	153	06/03/2019
3130AB2G0	22227	Federal Home Loan Bank		03/29/2017	18,000,000.00	17,895,420.00	17,997,765.15	1.400	1.407	1.426	177	06/27/2019
3137EADM8	22274	Fed. Home Loan Mtg. Corp		07/02/2018	15,000,000.00	14,845,050.00	14,866,939.00	1.250	2.419	2.453	274	10/02/2019
3137EAE5	22244	Fed. Home Loan Mtg. Corp		11/15/2017	15,000,000.00	14,831,700.00	14,960,116.11	1.500	1.736	1.760	381	01/17/2020
3130ADN32	22259	Federal Home Loan Bank		02/09/2018	10,000,000.00	9,953,200.00	9,993,905.82	2.125	2.151	2.181	406	02/11/2020
3133EJRL5	22270	Federal Farm Credit Bank		06/11/2018	13,000,000.00	13,001,430.00	12,994,906.25	2.550	2.543	2.578	527	06/11/2020
3134GBXV9	22284	Fed. Home Loan Mtg. Corp		10/25/2018	20,000,000.00	19,879,033.33	19,797,571.19	1.850	2.844	2.883	559	07/13/2020
3134GSZX6	22285	Fed. Home Loan Mtg. Corp		10/25/2018	12,000,000.00	12,001,920.00	12,000,000.00	3.020	2.962	3.003	755	01/25/2021
3133EJT74	22290	Federal Farm Credit Bank		11/15/2018	13,000,000.00	13,170,690.00	12,987,989.32	3.050	3.042	3.084	1,049	11/15/2021
3134GSJ55	22300	Fed. Home Loan Mtg. Corp		12/27/2018	12,000,000.00	12,035,760.00	12,000,000.00	3.050	3.008	3.050	1,091	12/27/2021
<b>Subtotal and Average</b>			<b>239,502,235.79</b>		<b>257,000,000.00</b>	<b>256,274,493.33</b>	<b>256,553,436.70</b>		<b>1.878</b>	<b>1.904</b>	<b>314</b>	

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**Quarterly Reports  
Portfolio Management  
Portfolio Details - Investments  
December 31, 2018**

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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	YTM 365	Days to Maturity	Maturity Date
<b>Medium Term Notes</b>												
478160BR4	22185	Johnson & Johnson		05/18/2016	10,000,000.00	9,973,700.00	10,001,704.89	1.125	1.007	1.021	59	03/01/2019
478160BR4	22247	Johnson & Johnson		11/17/2017	7,740,000.00	7,719,643.80	7,732,643.66	1.125	1.680	1.704	59	03/01/2019
63254AAQ1	22280	National Australia Bank		08/22/2018	12,000,000.00	11,919,333.33	11,938,829.58	1.375	2.610	2.646	192	07/12/2019
594918BN3	22200	Microsoft Corp		08/08/2016	10,000,000.00	9,900,500.00	9,999,698.61	1.100	1.090	1.105	219	08/08/2019
89236TDH5	22296	Toyota Motor Credit Corp		12/11/2018	9,000,000.00	8,915,327.50	8,927,145.64	1.550	2.836	2.876	290	10/18/2019
90331HNJ8	22299	US Bank NA		12/21/2018	12,000,000.00	12,039,733.33	12,033,491.49	2.350	2.971	3.012	387	01/23/2020
037833CK4	22248	Apple Inc		11/21/2017	11,550,000.00	11,449,746.00	11,534,083.64	1.900	2.000	2.028	402	02/07/2020
931142EG4	22271	Wal-Mart Stores Inc.		06/27/2018	10,000,000.00	10,016,200.00	10,008,396.09	2.850	2.753	2.791	539	06/23/2020
<b>Subtotal and Average</b>			<b>68,944,276.22</b>		<b>82,290,000.00</b>	<b>81,934,183.96</b>	<b>82,175,993.60</b>		<b>2.152</b>	<b>2.181</b>	<b>278</b>	
<b>Negotiable CDs</b>												
85325TR31	22282	Standard Chartered		10/03/2018	25,000,000.00	24,998,000.00	25,000,000.00	2.470	2.470	2.504	34	02/04/2019
89114MGP6	22281	Toronto Dominion Bank NY		10/02/2018	25,000,000.00	24,997,250.00	25,000,000.00	2.450	2.450	2.484	35	02/05/2019
65558TAU9	22291	Nordea Bank		11/20/2018	25,000,000.00	25,001,250.00	25,000,000.00	2.610	2.610	2.646	50	02/20/2019
86958JZ85	22293	Svenska Handelsbanken NY		11/28/2018	25,000,000.00	25,001,250.00	25,000,000.00	2.640	2.640	2.677	56	02/26/2019
87019VTU1	22295	Swedbank NY		11/29/2018	25,000,000.00	25,002,000.00	25,000,000.00	2.680	2.680	2.717	118	04/29/2019
78012UJU0	22288	Royal Bank of Canada		11/07/2018	25,000,000.00	24,999,250.00	25,000,000.00	2.820	2.820	2.859	126	05/07/2019
<b>Subtotal and Average</b>			<b>117,358,695.65</b>		<b>150,000,000.00</b>	<b>149,999,000.00</b>	<b>150,000,000.00</b>		<b>2.612</b>	<b>2.648</b>	<b>70</b>	
<b>Municipal Bonds</b>												
13063DDE5	22260	State of California		02/15/2018	12,195,000.00	12,095,244.90	12,192,807.22	2.300	2.275	2.307	639	10/01/2020
<b>Subtotal and Average</b>			<b>12,192,653.43</b>		<b>12,195,000.00</b>	<b>12,095,244.90</b>	<b>12,192,807.22</b>		<b>2.275</b>	<b>2.307</b>	<b>639</b>	
<b>Local Agency Investment Fund (LAIF)</b>												
SYS6501	6501	LAIF (General Fund)			55,335,870.97	55,335,870.97	55,335,870.97	2.400	2.367	2.400	1	
<b>Subtotal and Average</b>			<b>55,537,735.48</b>		<b>55,335,870.97</b>	<b>55,335,870.97</b>	<b>55,335,870.97</b>		<b>2.367</b>	<b>2.400</b>	<b>1</b>	
<b>Union Bank Activity - Dividend</b>												
SYS21111	21111	Union Bank			0.00	0.00	0.00	1.530	1.509	1.530	1	
<b>Subtotal and Average</b>			<b>10.32</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>		<b>0.000</b>	<b>0.000</b>	<b>0</b>	
<b>Treasury Discounts -Amortizing</b>												
912796UH0	22298	US Treasury Bill		12/17/2018	25,000,000.00	24,990,750.00	24,989,120.83	2.238	2.272	2.304	7	01/08/2019
912796QU6	22279	US Treasury Bill		08/08/2018	10,000,000.00	9,986,100.00	9,986,327.78	2.140	2.182	2.222	23	01/24/2019
<b>Subtotal and Average</b>			<b>14,031,819.96</b>		<b>35,000,000.00</b>	<b>34,976,850.00</b>	<b>34,975,448.61</b>		<b>2.249</b>	<b>2.280</b>	<b>12</b>	

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Portfolio Management  
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December 31, 2018**

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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	YTM 365	Days to Maturity	Maturity Date
<b>Supranationals</b>												
45905UVD3	22187	Int Bank of Recon & Redev		03/02/2016	15,000,000.00	15,000,000.00	15,000,000.00	1.040	1.026	1.040	1	01/02/2019
459058FC2	22191	Int Bank of Recon & Redev		04/26/2016	15,000,000.00	14,936,250.00	15,000,000.00	1.250	1.233	1.250	115	04/26/2019
459058FS7	22214	Int Bank of Recon & Redev		01/04/2017	10,000,000.00	9,869,700.00	9,954,116.20	1.125	1.623	1.646	330	11/27/2019
45950VMC7	22275	International Fin Corp		07/03/2018	10,000,000.00	9,960,100.00	10,000,000.00	2.610	2.574	2.610	545	06/29/2020
<b>Subtotal and Average</b>			<b>49,950,765.77</b>		<b>50,000,000.00</b>	<b>49,766,050.00</b>	<b>49,954,116.20</b>		<b>1.517</b>	<b>1.538</b>	<b>210</b>	
<b>Money Market Mutual Funds 02</b>												
032 005 207	21923	Bank of the West		03/16/2009	9,000,000.00	9,000,000.00	9,000,000.00	2.130	2.101	2.130	1	
157 519 832 743	22283	US Bank MMMF		10/23/2018	5,000,000.00	5,000,000.00	5,000,000.00	1.750	1.726	1.750	1	
<b>Subtotal and Average</b>			<b>19,663,589.41</b>		<b>14,000,000.00</b>	<b>14,000,000.00</b>	<b>14,000,000.00</b>		<b>1.967</b>	<b>1.994</b>	<b>1</b>	
<b>Rolling Repurchase Agreements - 3</b>												
CD-101345	22231	Lighthouse Bank		04/03/2017	252,936.96	252,936.96	252,936.96	0.700	0.690	0.700	92	04/03/2019
<b>Subtotal and Average</b>			<b>252,736.01</b>		<b>252,936.96</b>	<b>252,936.96</b>	<b>252,936.96</b>		<b>0.690</b>	<b>0.700</b>	<b>92</b>	
<b>Total and Average</b>			<b>752,744,770.28</b>		<b>876,073,807.93</b>	<b>872,922,877.25</b>	<b>874,088,348.70</b>		<b>2.137</b>	<b>2.166</b>	<b>215</b>	



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# **SECURITIES ACTIVITY BY BROKER**

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A Report on the

Investment Transactions by Broker-Dealer  
For the Period Indicated



**Quarterly Reports  
Activity Report  
Sorted By Dealer  
October 1, 2018 - December 31, 2018**

CUSIP	Investment #	Issuer	Percent of Portfolio	Par Value Beginning Balance	Current Rate	Transaction Date	Purchases or Deposits	Par Value Redemptions or Withdrawals	Ending Balance
<b>Dealer: Bank of the West</b>									
<b>Money Market Mutual Funds 02</b>									
032 005 207	21923	Bank of the West			2.130		142,224,503.07	158,224,503.07	
<b>Subtotal and Balance</b>				<b>25,000,000.00</b>			<b>142,224,503.07</b>	<b>158,224,503.07</b>	<b>9,000,000.00</b>
<b>Dealer Subtotal</b>			<b>1.027%</b>	<b>25,000,000.00</b>			<b>142,224,503.07</b>	<b>158,224,503.07</b>	<b>9,000,000.00</b>
<b>Dealer: Jeffries &amp; Company, INC</b>									
<b>U.S. Treasury Notes/ Bonds</b>									
912828T83	22228	US Treasury N/B			0.750	10/31/2018	0.00	18,000,000.00	
912828L81	22268	US Treasury N/B			0.875	10/15/2018	0.00	15,000,000.00	
912828F62	22292	US Treasury N/B			1.500	11/21/2018	20,000,000.00	0.00	
<b>Subtotal and Balance</b>				<b>82,000,000.00</b>			<b>20,000,000.00</b>	<b>33,000,000.00</b>	<b>69,000,000.00</b>
<b>Federal Agency Issues - Coupon</b>									
3133EGJ48	22204	Federal Farm Credit Bank			0.890	11/16/2018	0.00	18,000,000.00	
3134GSZX6	22285	Fed.Home Loan Mtg.Corp			3.020	10/25/2018	12,000,000.00	0.00	
<b>Subtotal and Balance</b>				<b>56,000,000.00</b>			<b>12,000,000.00</b>	<b>18,000,000.00</b>	<b>50,000,000.00</b>
<b>Treasury Discounts -Amortizing</b>									
<b>Subtotal and Balance</b>				<b>10,000,000.00</b>					<b>10,000,000.00</b>
<b>Dealer Subtotal</b>			<b>14.725%</b>	<b>148,000,000.00</b>			<b>32,000,000.00</b>	<b>51,000,000.00</b>	<b>129,000,000.00</b>
<b>Dealer: Keybank Capital Mark</b>									
<b>U.S. Treasury Notes/ Bonds</b>									
<b>Subtotal and Balance</b>				<b>35,000,000.00</b>					<b>35,000,000.00</b>
<b>Federal Agency Issues - Coupon</b>									
3134GBXV9	22284	Fed.Home Loan Mtg.Corp			1.850	10/25/2018	20,000,000.00	0.00	
<b>Subtotal and Balance</b>				<b>63,000,000.00</b>			<b>20,000,000.00</b>	<b>0.00</b>	<b>83,000,000.00</b>

Quarterly Reports  
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October 1, 2018 - December 31, 2018

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CUSIP	Investment #	Issuer	Percent of Portfolio	Par Value Beginning Balance	Current Rate	Transaction Date	Purchases or Deposits	Par Value Redemptions or Withdrawals	Ending Balance
		Dealer Subtotal	13.469%	98,000,000.00			20,000,000.00	0.00	118,000,000.00
<b>Dealer: LAIF (General Fund)</b>									
<b>Local Agency Investment Fund (LAIF)</b>									
SYS6501	8501	LAIF (General Fund)			2.400		150,335,870.97	160,342,386.21	
		Subtotal and Balance		65,342,386.21			150,335,870.97	160,342,386.21	55,335,870.97
		Dealer Subtotal	6.316%	65,342,386.21			150,335,870.97	160,342,386.21	55,335,870.97
<b>Dealer: Lighthouse Bank</b>									
<b>Rolling Repurchase Agreements - 3</b>									
CD-101345	22231	Lighthouse Bank			0.700	04/03/2019	441.03	0.00	
		Subtotal and Balance		252,495.93			441.03	0.00	252,936.96
		Dealer Subtotal	0.029%	252,495.93			441.03	0.00	252,936.96
<b>Dealer: Multi-Bank Securities Inc</b>									
<b>Federal Agency Issues - Coupon</b>									
		Subtotal and Balance		30,000,000.00					30,000,000.00
<b>Medium Term Notes</b>									
		Subtotal and Balance		19,290,000.00					19,290,000.00
<b>Supranationals</b>									
		Subtotal and Balance		15,000,000.00					15,000,000.00
		Dealer Subtotal	7.338%	64,290,000.00			0.00	0.00	64,290,000.00
<b>Dealer: MUFG Union Bank NA</b>									
<b>U.S. Treasury Notes/ Bonds</b>									
912828U32	22289	US Treasury N/B			1.000	11/09/2018	15,000,000.00	0.00	
		Subtotal and Balance		20,000,000.00			15,000,000.00	0.00	35,000,000.00
<b>Federal Agency Issues - Coupon</b>									
3134GSJ55	22300	Fed.Home Loan Mtg.Corp			3.050	12/27/2018	12,000,000.00	0.00	

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October 1, 2018 - December 31, 2018

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CUSIP	Investment #	Issuer	Percent of Portfolio	Par Value Beginning Balance	Current Rate	Transaction Date	Purchases or Deposits	Par Value Redemptions or Withdrawals	Ending Balance
<b>Subtotal and Balance</b>				<b>15,000,000.00</b>			<b>12,000,000.00</b>	<b>0.00</b>	<b>27,000,000.00</b>
<b>Medium Term Notes</b>									
90331HNJ8	22299	US Bank NA			2.350	12/21/2018	12,000,000.00	0.00	
<b>Subtotal and Balance</b>				<b>10,000,000.00</b>			<b>12,000,000.00</b>	<b>0.00</b>	<b>22,000,000.00</b>
<b>Negotiable CDs</b>									
62478TK65	22278	MUFG Union Bank NA			2.210	11/26/2018	0.00	12,000,000.00	
<b>Subtotal and Balance</b>				<b>12,000,000.00</b>			<b>0.00</b>	<b>12,000,000.00</b>	<b>0.00</b>
<b>Municipal Bonds</b>									
<b>Subtotal and Balance</b>				<b>12,195,000.00</b>					<b>12,195,000.00</b>
<b>Dealer Subtotal</b>			<b>10.980%</b>	<b>69,195,000.00</b>			<b>39,000,000.00</b>	<b>12,000,000.00</b>	<b>96,195,000.00</b>

Dealer: Prebon

<b>Medium Term Notes</b>									
594918BF0	22246	Microsoft Corp			1.300	11/03/2018	0.00	11,925,000.00	
89236TDH5	22296	Toyota Motor Credit Corp			1.550	12/11/2018	9,000,000.00	0.00	
<b>Subtotal and Balance</b>				<b>33,925,000.00</b>			<b>9,000,000.00</b>	<b>11,925,000.00</b>	<b>31,000,000.00</b>
<b>Negotiable CDs</b>									
21685V4C0	22267	Rabobank N.Y.			2.390	11/06/2018	0.00	25,000,000.00	
89114MGP6	22281	Toronto Dominion Bank NY			2.450	10/02/2018	25,000,000.00	0.00	
65558TAU9	22291	Nordea Bank			2.610	11/20/2018	25,000,000.00	0.00	
86958JZ85	22293	Svenska Handelsbanken NY			2.640	11/28/2018	25,000,000.00	0.00	
87019VTU1	22295	Swedbank NY			2.680	11/29/2018	25,000,000.00	0.00	
<b>Subtotal and Balance</b>				<b>25,000,000.00</b>			<b>100,000,000.00</b>	<b>25,000,000.00</b>	<b>100,000,000.00</b>
<b>Dealer Subtotal</b>			<b>14.953%</b>	<b>58,925,000.00</b>			<b>109,000,000.00</b>	<b>36,925,000.00</b>	<b>131,000,000.00</b>

Dealer: Royal Bank Canada Capital Mkt

<b>U.S. Treasury Notes/ Bonds</b>									
912828L81	22234	US Treasury N/B			0.875	10/15/2018	0.00	15,000,000.00	
912828B5	22287	US Treasury N/B			0.750	11/05/2018	10,000,000.00	0.00	
9128283Y4	22297	US Treasury N/B			2.250	12/13/2018	18,000,000.00	0.00	

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CUSIP	Investment #	Issuer	Percent of Portfolio	Par Value Beginning Balance	Current Rate	Transaction Date	Purchases or Deposits	Par Value Redemptions or Withdrawals	Ending Balance
<b>Subtotal and Balance</b>				<b>15,000,000.00</b>			<b>28,000,000.00</b>	<b>15,000,000.00</b>	<b>28,000,000.00</b>
<b>Federal Agency Issues - Coupon</b>									
<b>Subtotal and Balance</b>				<b>10,000,000.00</b>					<b>10,000,000.00</b>
<b>Negotiable CDs</b>									
87019VLU9	22272	Swedbank NY			2.290	10/25/2018	0.00	25,000,000.00	
85325TR31	22282	Standard Chartered			2.470	10/03/2018	25,000,000.00	0.00	
78012UJU0	22288	Royal Bank of Canada			2.820	11/07/2018	25,000,000.00	0.00	
<b>Subtotal and Balance</b>				<b>25,000,000.00</b>			<b>50,000,000.00</b>	<b>25,000,000.00</b>	<b>50,000,000.00</b>
<b>Supranationals</b>									
<b>Subtotal and Balance</b>				<b>10,000,000.00</b>					<b>10,000,000.00</b>
<b>Dealer Subtotal</b>				<b>60,000,000.00</b>			<b>78,000,000.00</b>	<b>40,000,000.00</b>	<b>98,000,000.00</b>
<b>Dealer: Stifel Nicolaus &amp; Co</b>									
<b>U.S. Treasury Notes/ Bonds</b>									
9128282T6	22286	US Treasury N/B			1.250	10/31/2018	18,000,000.00	0.00	
912828UL2	22294	US Treasury N/B			1.375	11/28/2018	20,000,000.00	0.00	
<b>Subtotal and Balance</b>				<b>15,000,000.00</b>			<b>38,000,000.00</b>	<b>0.00</b>	<b>53,000,000.00</b>
<b>Federal Agency Issues - Coupon</b>									
3133EJT74	22290	Federal Farm Credit Bank			3.050	11/15/2018	13,000,000.00	0.00	
<b>Subtotal and Balance</b>				<b>30,000,000.00</b>			<b>13,000,000.00</b>	<b>0.00</b>	<b>43,000,000.00</b>
<b>Treasury Discounts -Amortizing</b>									
912796UH0	22298	US Treasury Bill			2.238	12/17/2018	25,000,000.00	0.00	
<b>Subtotal and Balance</b>				<b>0.00</b>			<b>25,000,000.00</b>	<b>0.00</b>	<b>25,000,000.00</b>
<b>Supranationals</b>									
<b>Subtotal and Balance</b>				<b>10,000,000.00</b>					<b>10,000,000.00</b>
<b>Dealer Subtotal</b>				<b>55,000,000.00</b>			<b>76,000,000.00</b>	<b>0.00</b>	<b>131,000,000.00</b>
<b>Dealer: Union Bank</b>									

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CUSIP	Investment #	Issuer	Percent of Portfolio	Par Value Beginning Balance	Current Rate	Transaction Date	Purchases or Deposits	Par Value Redemptions or Withdrawals	Ending Balance
<b>Dealer: Union Bank</b>									
<b>Union Bank Activity - Dividend</b>									
SYS21111	21111	Union Bank			1.530		198.03	198.03	
		<b>Subtotal and Balance</b>		<b>0.00</b>			<b>198.03</b>	<b>198.03</b>	<b>0.00</b>
		<b>Dealer Subtotal</b>	<b>0.000%</b>	<b>0.00</b>			<b>198.03</b>	<b>198.03</b>	<b>0.00</b>
<b>Dealer: US Bank MMMF</b>									
<b>Money Market Mutual Funds 02</b>									
157 519 832 743	22283	US Bank MMMF			1.750		204,000,000.00	199,000,000.00	
		<b>Subtotal and Balance</b>		<b>0.00</b>			<b>204,000,000.00</b>	<b>199,000,000.00</b>	<b>5,000,000.00</b>
		<b>Dealer Subtotal</b>	<b>0.571%</b>	<b>0.00</b>			<b>204,000,000.00</b>	<b>199,000,000.00</b>	<b>5,000,000.00</b>
<b>Dealer: Wells Fargo Securities LLC</b>									
<b>Federal Agency Issues - Coupon</b>									
		<b>Subtotal and Balance</b>		<b>14,000,000.00</b>					<b>14,000,000.00</b>
<b>Medium Term Notes</b>									
		<b>Subtotal and Balance</b>		<b>10,000,000.00</b>					<b>10,000,000.00</b>
<b>Supranationals</b>									
		<b>Subtotal and Balance</b>		<b>15,000,000.00</b>					<b>15,000,000.00</b>
		<b>Dealer Subtotal</b>	<b>4.452%</b>	<b>39,000,000.00</b>			<b>0.00</b>	<b>0.00</b>	<b>39,000,000.00</b>
		<b>Total</b>	<b>100.000%</b>	<b>683,004,882.14</b>			<b>850,561,013.10</b>	<b>657,492,087.31</b>	<b>876,073,807.93</b>

Data Updated: SET\_QE: 01/15/2019 10:50

Run Date: 01/15/2019 - 10:50

Portfolio SCRZ

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Report Ver: 7.3.2

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# ACCRUED INTEREST REPORT

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As of December 31, 2018

## REPORT DESCRIPTION

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

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

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

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

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

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

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

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

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

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

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



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Accrued Interest  
Sorted by Security Type - Maturity Date  
October 1, 2018 - December 31, 2018**

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CUSIP	Investment #	Security Type	Par Value	Maturity Date	Current Rate	* Beginning Accrued Interest	Adjusted Acc'd Int. at Purchase During Period	Interest Earned	Interest Received	* Ending Accrued Interest
<b>U.S. Treasury Notes/ Bonds</b>										
912828T42	22216	TRC	0.00	09/30/2018	0.750	56,250.00	0.00	0.00	56,250.00	0.00
912828RH5	22253	TRC	0.00	09/30/2018	1.375	123,750.00	0.00	0.00	123,750.00	0.00
912828L81	22234	TRC	0.00	10/15/2018	0.875	60,604.51	0.00	5,020.49	65,625.00	0.00
912828L81	22268	TRC	0.00	10/15/2018	0.875	60,604.51	0.00	5,020.49	65,625.00	0.00
912828T83	22228	TRC	0.00	10/31/2018	0.750	56,494.57	0.00	11,005.43	67,500.00	0.00
912828P53	22203	TRC	15,000,000.00	02/15/2019	0.750	14,368.21	0.00	28,125.00	0.00	42,493.21
912828R44	22263	TRC	20,000,000.00	05/15/2019	0.875	66,100.54	0.00	44,120.45	87,500.00	22,720.99
912828R85	22258	TRC	15,000,000.00	06/15/2019	0.875	38,729.51	0.00	33,025.30	65,625.00	6,129.81
912828S43	22206	TRC	17,000,000.00	07/15/2019	0.750	27,024.46	0.00	31,875.00	0.00	58,899.46
912828WW6	22277	TRC	12,000,000.00	07/31/2019	1.625	32,853.28	0.00	48,750.00	0.00	81,603.28
9128282B5	22287	TRC	10,000,000.00	08/15/2019	0.750	0.00	16,711.96	11,616.84	0.00	28,328.80
9128282T6	22286	TRC	18,000,000.00	08/31/2019	1.250	0.00	37,914.36	38,535.92	0.00	76,450.28
9128282G4	22202	TRC	20,000,000.00	09/15/2019	0.875	7,734.81	0.00	44,475.14	0.00	52,209.95
912828T59	22276	TRC	20,000,000.00	10/15/2019	1.000	92,349.73	0.00	50,507.42	100,000.00	42,857.15
912828F62	22292	TRC	20,000,000.00	10/31/2019	1.500	0.00	17,403.31	33,977.91	0.00	51,381.22
912828U32	22289	TRC	15,000,000.00	11/15/2019	1.000	0.00	72,554.35	21,920.79	75,000.00	19,475.14
912828UL2	22294	TRC	20,000,000.00	01/31/2020	1.375	0.00	89,673.91	25,407.61	0.00	115,081.52
9128283Y4	22297	TRC	18,000,000.00	02/29/2020	2.250	0.00	116,353.59	21,256.91	0.00	137,610.50
<b>Subtotal</b>			<b>220,000,000.00</b>			<b>636,864.11</b>	<b>350,611.48</b>	<b>454,640.70</b>	<b>706,875.00</b>	<b>735,241.29</b>
<b>Federal Agency Issues - Coupon</b>										
3133EGJ48	22204	FAC	0.00	11/16/2018	0.890	60,075.00	0.00	20,025.00	80,100.00	0.00
3130AAE46	22211	FAC	10,000,000.00	01/16/2019	1.250	26,041.67	0.00	31,250.00	0.00	57,291.67
3133EG3X1	22217	FAC	15,000,000.00	01/17/2019	1.250	38,541.67	0.00	46,875.00	0.00	85,416.67
3135G0M67	22199	FAC	10,000,000.00	01/25/2019	1.000	18,333.33	0.00	25,000.00	0.00	43,333.33
3135G0H63	22245	FAC	20,000,000.00	01/28/2019	1.375	48,125.00	0.00	68,750.00	0.00	116,875.00
3133782M2	22219	FAC	15,000,000.00	03/08/2019	1.500	14,375.00	0.00	56,250.00	0.00	70,625.00
3130A7L37	22194	FAC	15,000,000.00	03/15/2019	1.250	8,333.33	0.00	46,875.00	0.00	55,208.33
3136G3NA9	22196	FAC	15,000,000.00	05/23/2019	1.200	64,000.00	0.00	45,000.00	90,000.00	19,000.00
3130ABF92	22264	FAC	15,000,000.00	05/28/2019	1.375	70,468.75	0.00	51,562.50	103,125.00	18,906.25
3133EGCA1	22197	FAC	14,000,000.00	06/03/2019	1.080	48,642.22	0.00	37,100.00	74,200.00	11,542.22
3130AB2G0	22227	FAC	18,000,000.00	06/27/2019	1.400	65,800.00	0.00	63,000.00	126,000.00	2,800.00
3137EADM8	22274	FAC	15,000,000.00	10/02/2019	1.250	93,229.17	0.00	46,875.00	93,750.00	46,354.17
3137EAEE5	22244	FAC	15,000,000.00	01/17/2020	1.500	46,250.00	0.00	56,250.00	0.00	102,500.00
3130ADN32	22259	FAC	10,000,000.00	02/11/2020	2.125	29,513.88	0.00	53,125.00	0.00	82,638.88

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

Data Updated: SET\_QE: 01/15/2019 10:50

Run Date: 01/15/2019 - 10:50

Portfolio SCRZ

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Quarterly Reports  
Accrued Interest  
Sorted by Security Type - Maturity Date

CUSIP	Investment #	Security Type	Par Value	Maturity Date	Current Rate	* Beginning Accrued Interest	Adjusted Acc'd Int. at Purchase During Period	Interest Earned	Interest Received	* Ending Accrued Interest
<b>Federal Agency Issues - Coupon</b>										
3133EJRL5	22270	FAC	13,000,000.00	06/11/2020	2.550	101,291.87	0.00	82,875.00	165,750.00	18,416.67
3134GBXV9	22284	FAC	20,000,000.00	07/13/2020	1.850	0.00	104,833.33	67,833.34	0.00	172,666.67
3134GSZX6	22285	FAC	12,000,000.00	01/25/2021	3.020	0.00	0.00	66,440.00	0.00	66,440.00
3133EJT74	22290	FAC	13,000,000.00	11/15/2021	3.050	0.00	0.00	50,663.89	0.00	50,663.89
3134GSJ55	22300	FAC	12,000,000.00	12/27/2021	3.050	0.00	0.00	4,066.67	0.00	4,066.67
<b>Subtotal</b>			<b>257,000,000.00</b>			<b>733,020.69</b>	<b>104,833.33</b>	<b>919,816.40</b>	<b>732,925.00</b>	<b>1,024,745.42</b>
<b>Medium Term Notes</b>										
594918BF0	22246	MTN	0.00	11/03/2018	1.300	63,732.50	0.00	13,780.00	77,512.50	0.00
478160BR4	22195	MTN	10,000,000.00	03/01/2019	1.125	9,375.00	0.00	28,125.00	0.00	37,500.00
478160BR4	22247	MTN	7,740,000.00	03/01/2019	1.125	7,256.25	0.00	21,768.75	0.00	29,025.00
63254AAQ1	22280	MTN	12,000,000.00	07/12/2019	1.375	36,208.33	0.00	41,250.00	0.00	77,458.33
594918BN3	22200	MTN	10,000,000.00	08/08/2019	1.100	16,194.44	0.00	27,500.00	0.00	43,694.44
89236TDH5	22296	MTN	9,000,000.00	10/18/2019	1.550	0.00	20,537.50	7,750.00	0.00	28,287.50
90331HNJ8	22299	MTN	12,000,000.00	01/23/2020	2.350	0.00	115,933.33	7,833.34	0.00	123,766.67
037833CK4	22248	MTN	11,550,000.00	02/07/2020	1.900	32,917.50	0.00	54,862.50	0.00	87,780.00
931142EG4	22271	MTN	10,000,000.00	06/23/2020	2.850	74,416.67	0.00	71,250.00	139,333.33	6,333.34
<b>Subtotal</b>			<b>82,290,000.00</b>			<b>240,100.69</b>	<b>136,470.83</b>	<b>274,119.59</b>	<b>216,845.83</b>	<b>433,845.28</b>
<b>Negotiable CDs</b>										
87019VLU9	22272	NCB	0.00	10/25/2018	2.290	152,666.67	0.00	38,166.67	190,833.33	0.01
21685V4C0	22267	NCB	0.00	11/06/2018	2.390	242,319.44	0.00	59,750.00	302,069.44	0.00
62478TK65	22278	NCB	0.00	11/26/2018	2.210	44,936.67	0.00	41,253.33	86,190.00	0.00
85325TR31	22282	NCB	25,000,000.00	02/04/2019	2.470	0.00	0.00	154,375.00	0.00	154,375.00
89114MGP6	22281	NCB	25,000,000.00	02/05/2019	2.450	0.00	0.00	154,826.39	0.00	154,826.39
65558TAU9	22291	NCB	25,000,000.00	02/20/2019	2.610	0.00	0.00	76,125.00	0.00	76,125.00
86958JZ65	22293	NCB	25,000,000.00	02/26/2019	2.640	0.00	0.00	62,333.33	0.00	62,333.33
87019VTU1	22295	NCB	25,000,000.00	04/29/2019	2.680	0.00	0.00	61,416.67	0.00	61,416.67
78012UJU0	22288	NCB	25,000,000.00	05/07/2019	2.820	0.00	0.00	107,708.33	0.00	107,708.33
<b>Subtotal</b>			<b>150,000,000.00</b>			<b>439,922.78</b>	<b>0.00</b>	<b>755,954.72</b>	<b>579,092.77</b>	<b>616,784.73</b>
<b>Municipal Bonds</b>										
13063DDE5	22260	MUN	12,195,000.00	10/01/2020	2.300	140,242.50	0.00	70,121.25	140,242.50	70,121.25
<b>Subtotal</b>			<b>12,195,000.00</b>			<b>140,242.50</b>	<b>0.00</b>	<b>70,121.25</b>	<b>140,242.50</b>	<b>70,121.25</b>
<b>Local Agency Investment Fund (LAIF)</b>										
SYS6501	6501	LA1	55,335,870.97		2.400	342,386.21	0.00	335,870.97	342,386.21	335,870.97
<b>Subtotal</b>			<b>55,335,870.97</b>			<b>342,386.21</b>	<b>0.00</b>	<b>335,870.97</b>	<b>342,386.21</b>	<b>335,870.97</b>

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

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Accrued Interest  
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CUSIP	Investment #	Security Type	Par Value	Maturity Date	Current Rate	* Beginning Accrued Interest	Adjusted Acc'd Int. at Purchase During Period	Interest Earned	Interest Received	* Ending Accrued Interest
<b>Union Bank Activity - Dividend</b>										
SYS21111	21111	PA3	0.00		1.530	49.95	0.00	277.20	198.03	129.12
		<b>Subtotal</b>	<b>0.00</b>			<b>49.95</b>	<b>0.00</b>	<b>277.20</b>	<b>198.03</b>	<b>129.12</b>
<b>Supranationals</b>										
45905UVD3	22187	MC6	15,000,000.00	01/02/2019	1.040	38,516.67	0.00	39,000.00	0.00	77,516.67
459058FC2	22191	MC6	15,000,000.00	04/26/2019	1.250	80,729.17	0.00	48,875.00	93,750.00	33,854.17
459058FS7	22214	MC6	10,000,000.00	11/27/2019	1.125	38,600.00	0.00	28,125.00	56,300.00	10,425.00
45950VMC7	22275	MC6	10,000,000.00	06/29/2020	2.610	66,700.00	0.00	65,250.00	130,500.00	1,450.00
		<b>Subtotal</b>	<b>50,000,000.00</b>			<b>224,545.84</b>	<b>0.00</b>	<b>179,250.00</b>	<b>280,550.00</b>	<b>123,245.84</b>
<b>Money Market Mutual Funds 02</b>										
032 005 207	21923	RRP	9,000,000.00		2.130	16,615.38	0.00	38,516.09	35,619.36	19,512.11
157 519 832 743	22283	RRP	5,000,000.00		1.750	0.00	0.00	48,586.14	20,036.78	28,549.36
		<b>Subtotal</b>	<b>14,000,000.00</b>			<b>16,615.38</b>	<b>0.00</b>	<b>87,102.23</b>	<b>55,656.14</b>	<b>48,061.47</b>
<b>Rolling Repurchase Agreements - 3</b>										
CD-101345	22231	RR3	252,936.96	04/03/2019	0.700	135.62	0.00	446.01	441.03	140.60
		<b>Subtotal</b>	<b>252,936.96</b>			<b>135.62</b>	<b>0.00</b>	<b>446.01</b>	<b>441.03</b>	<b>140.60</b>
<b>Total</b>			<b>841,073,807.93</b>			<b>2,773,883.77</b>	<b>591,915.64</b>	<b>3,077,599.07</b>	<b>3,055,212.51</b>	<b>3,388,185.97</b>

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

Data Updated: SET\_QE: 01/15/2019 10:50

Run Date: 01/15/2019 - 10:50

Portfolio SCRZ

AC

AI (PRF\_AI) 7.1.1  
Report Ver. 7.3.2

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## DESCRIPTION OF INVESTMENT INSTRUMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



**County of Santa Cruz Board of Supervisors  
Agenda Item Submittal**

**From:** Auditor-Controller-Treasurer-Tax Collector  
(831) 454-2500

**Subject:** 1st Quarter Review of the Statement of Assets in the County Treasury

**Meeting Date:** December 4, 2018

**Recommended Action(s):**

Accept and file this report for the 1st Quarter Review of the Statement of Assets in the County Treasury.

**Executive Summary**

Our quarterly review of the Statement of Assets in the County Treasury was performed by the County's independent audit firm of Brown Armstrong Certified Public Accountants, in accordance with Section 26920 of the California Government Code.

**Financial Impact**

None

**Strategic Plan Element(s)**

**Submitted by:**

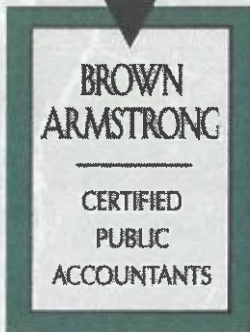
Edith Driscoll, Auditor-Controller-Treasurer-Tax Collector

**Recommended by:**

Carlos J. Palacios, County Administrative Officer

**Attachments:**

- a Q1 AUP 18-19 CPA report - cash count



# BROWN ARMSTRONG

*Certified Public Accountants*

## INDEPENDENT ACCOUNTANT'S REPORT ON APPLYING AGREED-UPON PROCEDURES

To the Board of Supervisors  
County of Santa Cruz, California

We have performed the procedures enumerated below, which were agreed to by the County of Santa Cruz, California (the County), on the cash and securities of the County as of September 25, 2018. The County's management is responsible for the cash and securities of the County. The sufficiency of the procedures is solely the responsibility of the County. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

Our procedures and findings are as follows:

- 1) We observed the cash and securities count in the custody of the County Treasurer, as of the close of business on September 25, 2018, as set forth in the accompanying statement.
- 2) We compared the totals counted with the cash and securities as shown by the accounts of the Treasurer of the County and as shown in the accounts of the custodians and found them to be in agreement.
- 3) We verified that records of the County Treasurer for cash and investments were reconciled.
- 4) We verified that the investments were in compliance with the 2018 Investment Policy as of September 25, 2018.

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

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

BROWN ARMSTRONG  
ACCOUNTANCY CORPORATION

*Brown Armstrong*  
*Accountancy Corporation*

Bakersfield, California  
November 9, 2018

Attachment: Q1 AUP 18-19 CPA report - cash count (5291 : 1st Quarter Review of the Statement of Assets in the County Treasury)

### BAKERSFIELD OFFICE (MAIN OFFICE)

4200 TRUXTON AVENUE  
SUITE 300  
BAKERSFIELD, CA 93309  
TEL 661.324.4971  
FAX 661.324.4997  
EMAIL info@bacpas.com

### FRESNO OFFICE

10 RIVER PARK PLACE EAST  
SUITE 208  
FRESNO, CA 93720  
TEL 559.476.3592

### LAGUNA HILLS OFFICE

23272 MILL CREEK DRIVE  
SUITE 255  
LAGUNA HILLS, CA 92653  
TEL 949.652.5422

### STOCKTON OFFICE

1919 GRAND CANAL BLVD  
SUITE C6  
STOCKTON, CA 95207  
TEL 888.565.1040

WWW.BACPAS.COM

**FILED**

NOV 09 2018

## STATEMENT OF ASSETS IN THE COUNTY TREASURY

TO WHOM IT MAY CONCERN:

**GAIL L. PELLERIN, CLERK**  
 By   
 Deputy  
 Santa Cruz County

Brown Armstrong Accountancy Corporation hereby certifies that on the 26th day of September, 2018, at 7:00 a.m., the money in the Treasury of the County of Santa Cruz (the County) was counted pursuant to the provisions of Section 26920 et seq. of the Government Code of the State of California. We hereby make the following statement:

The money and receipts for bank deposits and investments in the County Treasury on September 25, 2018, as shown by the books in the Auditor-Controller's Office should have been

\$ 725,312,394.71

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

\$ 725,312,394.71

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

## Transactions after close of business

Currency and coin on hand at close of business	\$ 4,873.10
Deposits in transit	14,600.00
Cash in banks	12,220,778.72
Pooled investments	
U.S. Treasury notes/bonds and discounts	208,130,813.67
Federal agency issues	217,627,250.11
Negotiable certificates of deposit	62,000,000.00
Medium-term notes	73,013,775.83
Municipal bonds	12,191,707.35
Other investments	140,108,595.93
GRAND TOTAL	<u>\$ 725,312,394.71</u>

Attachment: Q1 AUP 18-19 CPA report - cash count (5291 : 1st Quarter Review of the Statement of Assets in the County Treasury)



## **COUNTY OF SANTA CRUZ TREASURY DIVISION**

Date: January 23, 2019

To: Treasury Oversight Commission

From: Treasury Division

Subject: California Asset Management Program (CAMP)

Action Required: None / Informational Purposes Only

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The County Treasury will be opening an account with CAMP in 2019 to provide an additional source of overnight liquidity. CAMP is a legal investment as per the County of Santa Cruz 2019 Investment Policy.

### Program Overview

California Asset Management Program (CAMP) is a California Joint Powers Authority (JPA) established in 1989 to provide California public agencies with professional investment services. CAMP is a permitted investment for all local agencies under California Government Code Section 53601(p).

CAMP is directed by a Board of Trustees, which is made up of experienced local government finance directors and treasurers.

CAMP is a short-term cash reserve portfolio and cash management vehicle. CAMP provides public agencies with same-day liquidity, competitive yield, interest paid monthly and unlimited transactions.

CAMP is managed to maintain a dollar-weighted average portfolio maturity of 60 days or less and seeks to maintain a constant net asset value (NAV) per share of \$1.00.

CAMP invests in obligations of the United States Government and its agencies, high-quality, short-term debt obligations of U.S. companies and financial institutions.

CAMP is a permitted investment for all local agencies under California Government Code Section 53601(p).

CAMP is rated AAAm by Standard & Poor's. According to Standard & Poor's rating criteria, the AAAm rating signifies excellent safety of invested principal and a superior capacity to maintain a \$1.00 per share net asset value.

## Economic Highlights for January 23, 2019

- **Core Consumer Price Index (CPI) inflation was 2.2% in the last 12 months.** Headline inflation (which includes food and energy) was 1.9% in the last 12 months. The lower headline inflation is due to falling oil prices.
- The 2.2% YOY rise in the September headline CPI compares with an average of 2.2% over the prior twenty years and 2.6% over the prior thirty years.
- **Core Producer Price Index (PPI) was 2.5% during the last 12 months.** The FOMC weights the PPI more than the CPI in setting their policy. Core PPI is above the FOMC's 2% target which allows them more latitude to increase the Fed Funds (FF) rate.
- **U.S. unemployment is 3.9%.** It was 4.1% one year ago and 4.7% two years ago. This is the lowest unemployment rate since 1969. The natural rate of unemployment has been estimated to be between 4% and 5%. The current unemployment rate is below that range which gives the FOMC more latitude to increase the FF rate.
- **Oil is currently \$51 per barrel.** It was \$65 per barrel one year ago and \$51 per barrel two years ago. Oil prices have been volatile recently. They have declined from \$76 per barrel on October 3, 2018 to \$42 on December 24, 2018, a 45% decline, and have since partially recovered to today's \$51 per barrel.
- **The actual FF rate today is 2.40%.** The FF rate target was increased most recently by 0.25% in December, 2018 to a range of 2.25% - 2.50%. The FOMC has communicated that they will increase the FF rate at least twice in 2019 although the markets are projecting no increase in FF rate in 2019.
- The FF rate had been at 0% from December, 2008 through December, 2015 (7 years). This 0% FF rate was a policy response to the effects of the great recession. **The FF rate has the most influence on the yield of our portfolio.**
- The FOMC has communicated to the markets that they will increase the FF rate 2 times in 2019. The Fed Funds Futures market is reflecting no additional FF rate increases in 2019 and a decrease in FF rate in 2020.
- The UST yield curve ranges from 2.40% at 3 months to 2.55% at 5 years. The yield curve is flat. The 2 year UST is 2.56% today. The 2 year to 5 year portion of the yield curve is inverted with the 2 year at 2.56% and the 5 year at 2.55%. **As noted above, our investment universe from 3 months to 5 years has a spread of only 15 basis points.**

Source: Bloomberg

## Credit Review

Below is a list of Medium Term Notes, Negotiable CDs and municipal bonds held in the County Investment Pool today that do not have an explicit or implicit US government guarantee.

<u>Issuer</u>	<u>Amount</u>	<u>Rating</u>	<u>Type</u>	<u>Maturity</u>
Standard Chartered	\$25mm	A1 / P1 / F1	NCD	2/4/19
Toronto Dominion	\$25mm	A1+ / P1 / F1+	NCD	2/5/19
Nordea Bank	\$25mm	A1+ / P1 / F1+	NCD	2/20/19
Svenska	\$25mm	A1+ / P1 / F1+	NCD	2/26/19
Johnson & Johnson	\$18mm	Aaa / AAA	MTN	3/1/19
Swedbank	\$25mm	A1+ / P1 / F1+	NCD	4/29/19
RBC	\$25mm	A1+ / P1 / F1+	NCD	5/7/19
National Australia Bank	\$12mm	Aa3 / AA- / AA-	MTN	7/12/19
Microsoft	\$10mm	Aaa / AAA / AA+	MTN	8/8/19
Toyota	\$9mm	Aa3 / AA- / A+	MTN	10/18/19
US Bank	\$12mm	A1 / AA- / AA-	MTN	1/23/20
Apple Inc.	\$11mm	Aa1 / AA+ / AA+	MTN	2/7/20
Wal-Mart Inc.	\$10mm	Aa2 / AA / AA	MTN	6/23/20
State of California	\$12mm	Aa3 / AA- / AA-	MUN	10/1/20
<b>Total</b>	<b>\$244mm</b>			

- Total outstanding as of today is \$244 million. This is approximately **28% of the portfolio** in bonds and CDs that do not have an explicit or implicit government guarantee.

- Note the bifurcation in maturities between NCD and MTN. Most NCD are short term liquidity instruments and most MTN have longer maturities.

#### Benchmark Yield and Weighted Average Maturity


LAIF	2.36% Current Yield	188 Days WAM	D = 0.51
SCC Portfolio	2.22% Current Yield	218 Days WAM	D = 0.59

During periods of stable and low nominal interest rates such as the period from 2008 – 2016, the County maintained a longer duration and WAM than LAIF that resulted in a higher yield for the portfolio.

During periods of rising market rates such as today, a portfolio with a longer duration or WAM will take longer to capture the rising rates. Portfolios with shorter durations will capture the rising rates quicker as they reinvest their shorter maturity bonds at the higher rates more frequently.

**COUNTY OF SANTA CRUZ**

**Inter-Office Correspondence**

**DATE:** November 27, 2018  
**TO:** Various County Advisory Bodies  
**FROM:** Chair Zach Friend   
**RE:** SUBMISSION OF 2018 ATTENDANCE REPORTS

---

The purpose of this memo is to remind you that the advisory bodies listed below are required to submit attendance reports (only) to the Board of Supervisors at the conclusion of this year, documenting attendance at meetings held during 2018. The report is to be submitted to our office on or before January 31, 2019.

Hazardous Materials Advisory Commission  
Historic Resources Commission  
Housing Advisory Commission  
Human Services Commission  
In-Home Supportive Services Advisory Commission  
Integrated Waste Management Local Task Force  
Latino Affairs Commission  
Mental Health Advisory Board  
Mobile and Manufactured Home Commission  
On-Site Sewage Disposal Technical Advisory Group  
Parks and Recreation Commission  
Planning Commission  
Seniors Commission  
Treasury Oversight Commission  
Water Advisory Commission  
Women's Commission  
Workforce Development Board

Your next full report highlighting activities during 2018 and 2019 will not be due until January 31, 2020.

Please send your 2018 attendance report directly to the office of the Board of Supervisors no later than January 31, 2019. If you have any questions, please feel free to contact Jesseka Rodriguez at extension 2200.



# COUNTY OF SANTA CRUZ

EDITH DRISCOLL  
AUDITOR-CONTROLLER-TREASURER-TAX COLLECTOR  
701 OCEAN STREET, SUITE 150, SANTA CRUZ, CA 95060-4073  
(831) 454-2450 FAX (831) 454-2257

## COUNTY OF SANTA CRUZ TREASURY OVERSIGHT COMMISSION ATTENDANCE FOR CALENDAR YEAR 2018

Members	1/24	4/25	8/22	10/31
Angela Aitken	X	X	X	X
Michael Watkins	A	A	A	A
Bruce McPherson	A	X	X	X
Bob Shepherd	X	X	X	X
Chris Schiermeyer	X	X	X	X

X Present at the meeting  
--- No representative at the meeting  
A Alternate attended meeting

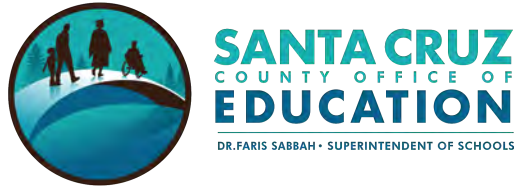
2019

NAME	POSITION	DATE TERM ENDS	PHONE NUMBER	ADDRESS	E-Mail
Bruce McPherson*	Board of Supervisors	March 31, 2021	454-2200	701 Ocean Street Room 500	<a href="mailto:bruce.mcpherson@santacruzcounty.us">bruce.mcpherson@santacruzcounty.us</a>
Greg Caput **	Board of Supervisors	March 31, 2021	454-2200	701 Ocean Street Room 500	<a href="mailto:greg.caput@santacruzcounty.us">greg.caput@santacruzcounty.us</a>
Faris Sabbah*	County Superintendent of Schools	March 31, 2019	466-5900 - P / 5910-F	400 Encinal Street, SC CA 95060	<a href="mailto:fsabbah@santacruzcoe.org">fsabbah@santacruzcoe.org</a>
Mary Hart**	Governing Body of the School	March 31, 2019	466-5602	400 Encinal Street, SC CA 95060	<a href="mailto:mhart@santacruz.k12.ca.us">mhart@santacruz.k12.ca.us</a>
Bob Shepherd *	Public Member	March 31, 2019	426-3343	208 Calcita Dr., SC 95060	<a href="mailto:calcita@pacbell.net">calcita@pacbell.net</a>
Ron Sekkel**	Public Member	March 31, 2019	335-2357 / 588-7004	PO Box 31, Felton, CA 95018	<a href="mailto:ronsekkel@aol.com">ronsekkel@aol.com</a>
Chris Schiermeyer*	School Districts	March 31, 2019		325 Marion Ave. Ben Lomond, CA 95005	<a href="mailto:cschiermeyer@slvusd.org">cschiermeyer@slvusd.org</a>
Lynette Hamby **	School Districts	March 31, 2019	475-6333 - X 215	984-1 Bostwick Ln. Santa Cruz, CA 95062	<a href="mailto:lhamby@losd.ca">lhamby@losd.ca</a>
Angela Aitken*	Special Districts / Metro	March 31, 2021	426-6080	110 Vernon St. Santa Cruz, CA 95060	<a href="mailto:aaitken@scmtd.com">aaitken@scmtd.com</a>
VACANT					
Edith Driscoll	Auditor - Controller - Treasurer - Tax Collector		454-2500	701 Ocean Street Room 100	<a href="mailto:edith.driscoll@santacruzcounty.us">edith.driscoll@santacruzcounty.us</a>
Carlos Palacios	County Administrative Officer		454-2100	701 Ocean Street Room 520	<a href="mailto:carlos.palacios@santacruzcounty.us">carlos.palacios@santacruzcounty.us</a>
Christina Mowrey	County Budget Manager		454-2100	701 Ocean Street Room 520	<a href="mailto:christina.mowrey@santacruzcounty.us">christina.mowrey@santacruzcounty.us</a>
Dave Zweig	Treasury - Tax - Collections Manager		454-2259	701 Ocean Street Room 150	<a href="mailto:david.zweig@santacruzcounty.us">david.zweig@santacruzcounty.us</a>

\* Voting Member

\*\* Alternate Member

Terms are 4 years / Alternating / Ending in 19, 21, 23 .....



## SANTA CRUZ COUNTY BOARD OF EDUCATION

### AGENDA ITEM

**Board Meeting Date:** Feb. 20, 2020

☒

**Action**



**Information**

**TO:** Santa Cruz County Board of Education

**FROM:** Adam Wade, Coordinator, Alternative Education Program

**SUBJECT:** Comprehensive School Safety Plan for Alternative Education

---

### BACKGROUND

All California public schools must update their comprehensive school safety plan annually, per California Education Code sections 32280-32289. The Board will be asked to approve the Comprehensive School Safety Plan for the following Alternative Education.

### SUPERINTENDENT'S RECOMMENDATION FOR BOARD ACTION:

Approve the Comprehensive School Safety Plan annual update.

### FISCAL IMPLICATIONS:

Detailed herein.





## **Alternative Education Program**

# **COMPREHENSIVE SCHOOL SAFETY PLAN**

### **School Site Council & School Safety Planning Committee Evaluation Certification**

## **2019-2020 UPDATE**

California law requires the Comprehensive School Safety Plan of each school to be annually evaluated and amended, as needed, to ensure the plan is properly implemented (Education Code 35294.2[e]). An updated file of all safety-related plans and materials is maintained by The SCCOE Alternative Education Program and is readily available for inspection by the public.

The SCCOE Alternative Education School Site Council and School Safety Planning Committee has evaluated the Comprehensive School Safety Plan and has determined the following:

The plan has been properly implemented and no amendments are needed.

---

Dr. Faris Sabbah  
Superintendent  
Santa Cruz County Office of Education



# *COMPREHENSIVE SCHOOL SAFETY PLAN*

## *Part I – Public Components*

### *2019-2020*

**School:** Santa Cruz County Office of Education  
**Address:** 400 Encinal St.  
Santa Cruz, CA 95060-2115  
**Principal:** John Rice, Senior Director  
**Phone Number:** (831) 466-5724  
**E-mail Address:** [jrice@santacruzcoe.org](mailto:jrice@santacruzcoe.org)

**District:** Santa Cruz County Office of Education  
**Superintendent** Faris Sabbah  
**Phone Number:** (831) 466-5900  
**E-mail Address:** [fsabbah@santacruzcoe.org](mailto:fsabbah@santacruzcoe.org)

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## **Purpose of the Comprehensive School Safety Plan (CSSP)**

Sections 32280-32288 of the California Education Code outline the requirements of all schools operating any kindergarten and any grades 1 to 12, inclusive, to write and develop a Comprehensive School Safety Plan relevant to the needs and resources of that particular school.

It is the intent of the Legislature in enacting the provisions to support California public schools as they develop their mandated Comprehensive School Safety Plans that are the result of a systematic planning process, that include strategies aimed at the prevention of, and education about, potential incidents involving crime and violence on school campuses. Comprehensive School Safety Plans are required under SB 719 & AB 115 and must contain the following elements:

- Assessment of school crime committed on school campuses and at school-related functions
- Child abuse reporting procedures
- Disaster procedures
- Suspension and expulsion policies
- Procedures to notify teachers of dangerous pupils
- Discrimination and harassment policies
- School wide dress code policies
- Procedures for safe ingress and egress
- Policies enacted to maintain a safe and orderly environment
- Rules and procedures on school discipline
- Hate crime reporting procedures

The Comprehensive School Safety Plan will be reviewed and updated by March 1st every year. In July of every year, the school will report on the status of its school safety plan including a description of its key elements in the annual School Accountability Report Card (SARC).

A copy of the Comprehensive School Safety Plan Public Version – Part I is available for review at the Santa Cruz County Office of Education office, and online at <http://www.santacruzcoe.org/student-services/alternative-education-programs/>.

This Comprehensive School Safety Plan analyzes current school safety conditions, describes programs in place at our schools, and defines strategies and programs for continued improvement in providing a safe, orderly, school environment conducive to learning. This analysis results in a two action plans, one pertaining to school physical safety and the other centering on issues connected to maintaining a safe and positive school climate. Appendices follow the action plan. These Appendices include specific, mandated policies and procedures connected to the safety strategies and programs described within the analysis section.

This plan was developed with input from the SCCOE School Site Council and local law enforcement.

## **SCHOOL PROFILE**

The SCCOE Alternative Education Program consists of 19 separate school sites throughout Santa Cruz County. SCCOE Alternative Education Programs have an ethnically diverse student population and are served by a dedicated and well-trained staff. The SCCOE Alternative Education Program face unique challenges in maintaining a safe school, partly because of the student population we serve and partly because of the fact that our school sites are small, sometimes impermanent, and are located throughout the county.

### Plan Development and Approval

The Santa Cruz County Office of Education Comprehensive School Safety Plan has been developed by:

- X School Site Council
- X School Safety Planning Committee

Which includes the following members:

Name	Membership Role
John Rice, Senior Director	Principal or Principal's Designee
Dorrie Stallings	Teacher from Santa Cruz County Office of Education
Martha Aguilar	Parent whose child attends the School
Tierney Ward	Classified Employee
Trevor Kendall	Law Enforcement Agency Representative
Adam Wade, Coordinator	Other

Key Dates of Plan Development and Approval	Date(s)
Meeting with representative of law enforcement agency to develop the Plan	12/11/19
Meeting at the school site to allow members of the public the opportunity to review and express opinions about the Plan	11/7/19
School Site Council approval of the Plan	11/7/19
School District Board approval of the Plan	
Submission to Santa Cruz County Office of Education for audit review	

## Current Status of School Crime

This section presents data that will be analyzed to assess the current status of school crime committed on the Santa Cruz County Office of Education campus and at school-related functions. Data presented include:

### 5. School Violence, Victimization, and Safety

**Table A.5.1**  
*Perceived Safety at School*

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
Very safe	33	38	38	47
Safe	40	51	55	36
Neither safe nor unsafe	27	10	5	15
Unsafe	0	0	0	1
Very unsafe	0	1	3	1

*Question HS A.99/MS A.88: How safe do you feel when you are at school?*  
*Note: Cells are empty if there are less than 10 respondents.*

**Table A.5.4**  
**Violence and Victimization on School Property, Past 12 Months**

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
<b>During the past 12 months, how many times on school property have you...</b>				
<b>been pushed, shoved, slapped, hit, or kicked by someone who wasn't just kidding around?</b>				
0 times	86	88	97	92
1 time	10	5	3	4
2 to 3 times	3	1	0	2
4 or more times	0	6	0	1
<b>been afraid of being beaten up?</b>				
0 times	83	98	98	94
1 time	10	1	2	4
2 to 3 times	7	1	0	1
4 or more times	0	0	0	2
<b>been threatened with harm or injury?</b>				
0 times	87	98	100	95
1 time	10	1	0	2
2 to 3 times	3	0	0	2
4 or more times	0	1	0	2
<b>been in a physical fight?</b>				
0 times	93	90	100	87
1 time	7	5	0	6
2 to 3 times	0	2	0	4
4 or more times	0	2	0	3
<b>been threatened or injured with a weapon (gun, knife, club, etc.)?</b>				
0 times	100	98	100	96
1 time	0	0	0	2
2 to 3 times	0	1	0	1
4 or more times	0	1	0	1
<b>been offered, sold, or given an illegal drug?</b>				
0 times	97	84	81	85
1 time	3	6	6	3
2 to 3 times	0	5	3	4
4 or more times	0	5	10	8

*Question HS A.100-102, 107, 111, 113/MS A.90-92, 97, 101, 103: During the past 12 months, how many times on school property have you... been pushed, shoved, slapped, hit, or kicked by someone who wasn't just kidding around... been afraid of being beaten up... been in a physical fight... been offered, sold, or given an illegal drug... been threatened or injured with a weapon (gun, knife, club, etc.) ... been threatened with harm or injury?*

*Note: Cells are empty if there are less than 10 respondents.*

**Table A5.5**  
**Property Damage on School Property, Past 12 Months**

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
<b>Had your property stolen or deliberately damaged</b>				
0 times	90	86	95	93
1 time	3	9	5	3
2 to 3 times	7	2	0	2
4 or more times	0	2	0	2
<b>Damaged school property on purpose</b>				
0 times	90	96	95	94
1 time	7	1	5	2
2 to 3 times	3	1	0	3
4 or more times	0	1	0	0

*Question HS A.106, 108/MS A.96, 98: During the past 12 months, how many times on school property have you... had your property stolen or deliberately damaged, such as your car, clothing, or books... damaged school property on purpose?*

*Note: Cells are empty if there are less than 10 respondents.*

**Table A5.6**  
**Weapons Possession on School Property, Past 12 Months**

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
<b>Carried a gun</b>				
0 times	100	98	98	96
1 time	0	1	2	1
2 to 3 times	0	1	0	1
4 or more times	0	0	0	2
<b>Carried any other weapon (such as a knife or club)</b>				
0 times	97	99	91	92
1 time	0	1	5	3
2 to 3 times	0	0	0	2
4 or more times	3	0	5	4
<b>Seen someone carrying a gun, knife, or other weapon</b>				
0 times	93	94	97	88
1 time	3	2	2	5
2 to 3 times	3	1	2	2
4 or more times	0	2	0	5

*Question HS A.109, 110, 112/MS A.99, 100, 102: During the past 12 months, how many times on school property have you... carried a gun... carried any other weapon (such as a knife or club)... seen someone carrying a gun, knife, or other weapon?*

*Note: Cells are empty if there are less than 10 respondents.*



## 6. Alcohol and Other Drug Use

**Table A6.1**  
*Summary Measures of Level of AOD Use and Perceptions*

	Grade 7 %	Grade 9 %	Grade 11 %	NT %	Table
Lifetime illicit AOD use to get "high" <sup>†</sup>	20	41	56	67	A6.2
Lifetime alcohol or drug use	20	42	56	68	A6.2
Lifetime marijuana use	3	27	48	61	A6.2
Lifetime very drunk or high (7 or more times)	0	5	28	36	A6.7
Lifetime drinking and driving involvement	31	10	31	30	A6.11
Current alcohol or drug use	3	24	45	44	A6.5
Current marijuana use	3	18	35	40	A6.5
Current heavy drug use	3	4	18	33	A6.5
Current heavy alcohol use (binge drinking)	0	0	20	25	A6.5
Current alcohol or drug use on school property	3	7	8	14	A6.8
Harmfulness of occasional marijuana use <sup>‡</sup>	33	22	16	22	A6.12
Difficulty of obtaining marijuana <sup>§</sup>	17	10	6	9	A6.13

Notes: Cells are empty if there are less than 10 respondents.

<sup>†</sup>Excludes prescription pain medication, diet pills, and prescription stimulants.

<sup>‡</sup>Great harm.

<sup>§</sup>Very difficult.

**Table A6.8**  
*Current AOD Use on School Property, Past 30 Days*

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
<b>Alcohol</b>				
0 days	100	98	97	94
1 to 2 days	0	1	2	4
3 or more days	0	1	2	2
<b>Marijuana (smoke, vape, eat, or drink)</b>				
0 days	97	94	92	87
1 to 2 days	3	5	2	5
3 or more days	0	1	6	8
<b>Any other drug, pill, or medicine to get "high" or for reasons other than medical?</b>				
0 days	97	99	100	96
1 to 2 days	3	0	0	2
3 or more days	0	1	0	2
<b>Any of the above</b>	3	7	8	14

Question HS A.80-82/MS A.72-74: During the past 30 days, on how many days on school property did you use... at least one drink of alcohol... marijuana (smoke, vape, eat, or drink)... any other drug, pill, or medicine to get "high" or for reasons other than medical?

Note: Cells are empty if there are less than 10 respondents.

**Table A6.12**  
**Perceived Harm of AOD Use**

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
<b>Alcohol - drink occasionally</b>				
Great	7	20	10	33
Moderate	40	28	30	24
Slight	40	38	41	22
None	13	15	19	22
<b>Alcohol - 5 or more drinks once or twice a week</b>				
Great	70	59	45	50
Moderate	27	24	39	22
Slight	0	9	11	10
None	3	9	5	18
<b>Marijuana - use occasionally</b>				
Great	33	22	16	22
Moderate	40	29	27	18
Slight	23	28	34	20
None	3	21	23	40
<b>Marijuana - use daily</b>				
Great	73	52	39	28
Moderate	20	24	36	20
Slight	7	12	17	24
None	0	11	8	29

Question HS A.87-90/MS A.79-82: How much do people risk harming themselves physically and in other ways when they do the following?... Drink alcohol (beer, wine, liquor ) occasionally... Have five or more drinks of alcohol once or twice a week... Use marijuana occasionally (smoke, vape, eat, or drink) ... Use marijuana daily.  
Note: Cells are empty if there are less than 10 respondents.

**Table A6.13**  
**Perceived Difficulty of Obtaining Alcohol and Marijuana**

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
<b>Alcohol</b>				
Very difficult	17	9	6	8
Fairly difficult	13	10	8	9
Fairly easy	17	21	31	25
Very easy	3	38	36	33
Don't know	50	23	19	25
<b>Marijuana</b>				
Very difficult	17	10	6	9
Fairly difficult	17	6	5	3
Fairly easy	10	24	23	16
Very easy	7	39	47	48
Don't know	50	21	19	24

Question HS A.93, 94/MS A.85, 86: How difficult is it for students in your grade to get any of the following if they really want them?... Alcohol... Marijuana.  
Note: Cells are empty if there are less than 10 respondents.

**Table A&6**  
**Gang Involvement**

	Grade 7	Grade 9	Grade 11	NT
	%	%	%	%
No	97	95	95	92
Yes	3	5	5	8

*Question HS A.123/MS A.113: Do you consider yourself a member of a gang?*

*Note: Cells are empty if there are less than 10 respondents.*

Findings from the analysis of the data presented above include:

#### Assessment of School Crime and a Healthy School Climate

##### School Engagement and Supports

According to the 2018-2019 California Healthy Kids Survey (CHKS), 71% of students responded that they "Agree" or "Strongly Agree" that they feel connected to their school community. While this indicator has remained the same since the data in 2016-17, there has significant improvements in other key indicators. 84% felt that they had caring adult relationships at school and 87% reported that the adults had high expectations for them, increasing from 49% and 53% in 2016-17, and academic motivation increased from 30% in 2016-17 to 71% in 2018-19.

##### School Violence, Victimization, and Safety

According to the 2018-2019 California Healthy Kids Survey (CHKS), 83% of students responded that they felt either "Safe" or "Very safe" when asked, "How safe do you feel at school?" and only 2% responded with "Unsafe" or "Very unsafe." 13% of SCCOE students surveyed reported being involved in at least one fight during the year and 4% had been threatened or injured with a weapon. While most school violence, victimization, and safety measures remained similar to those in 2016-17 there were some distinct improvements. 7% reported having had property stolen or damaged at school, which decreased from 11% in 2016-17 and only 5% reported that they had damaged school property on purpose, which decreased from 9% in 2016-17. 13% of students reported carrying a gun or some other weapon at school at least once during the year. 12% of students surveyed reported seeing someone else with a weapon on school campus, which decreased from 15% in 2016-17. 7% of students reported that they considered themselves a member of a gang. There are two major gangs in the county, Norteños and Sureños. All schools have a dress code to ensure student safety regardless of gang involvement and special attention is paid to placing students at appropriate school sites when gang affiliation is reported or suspected upon intake/enrollment.

##### Substance Use and Mental Health

Alcohol or drug use among SCCOE Alternative Education students continues to be a challenge, however overall the measures for current alcohol or drug use have declined some over the past two years. According to the 2018-2019 California Healthy Kids Survey (CHKS), 44% of students reported current alcohol or drug use compared to 51% in 2016-17. Similarly, the measure for current heavy drug use went from 40% in 2016-17 to 33% in 2018-19. 58% of students surveyed reported having used alcohol at least once in their lifetime and 60% reported having tried marijuana. Furthermore, 6% of Alternative Education students reported having used alcohol at school during a 30-day period and 13% reported using marijuana at school. Marijuana use is a major concern, and school staff coordinate their efforts to prevent use at school and to provide counseling and restorative practices for students who struggle with this issue at home or at school. 18% of students believe that the frequent use of alcohol is not harmful, and 29% believe the same of marijuana. A majority of Alternative Education students report that it is "fairly easy" to "very easy" to obtain either one. Alternative Education offers school options with counseling for students who wish to stop using alcohol and drugs. We provide school services to The Camp Recovery Center in Scott's Valley. Several sites offer the Seven Challenges program, which encourages students to look honestly at any and all possibly destructive behaviors.

## **School Safety Strategies and Programs**

Santa Cruz County Office of Education is committed to school safety for all students, staff, and visitors. Many strategies and programs provide and maintain a high level of school safety.

### **School Vision/Mission Statement**

The Mission of the Alternative Education Program is to provide a safe, supportive learning environment where all students can achieve academic, social, and vocational excellence.

Safe School Vision: SCCOE Alternative Education Programs will...

1. provide a safe, orderly, and secure environment conducive to learning.
2. create a school in which pupils will attend regularly and be safe from both physical and social-psychological harm.
3. work collaboratively with the district office and school board to identify, establish and use strategies and programs to comply with school safety laws.
4. develop a plan to work cooperatively and collaboratively with parents, pupils, teachers, administrators, counselors and community agencies, including law enforcement, to provide a safe and orderly school and neighborhood.
5. develop an academic program that will focus on high expectations of pupil performance and behavior in all aspects of the school experience.
6. work collaboratively with other elementary, middle schools and high schools to assist in a smooth transition from one school level to another.
7. solicit the participation, views, and advice of teachers, parents, school administrators, and community members and use this information to promote the safety of our pupils, staff, and community.

Providing a safe learning environment is a priority for staff, parents, students, and school community members. Santa Cruz County Office of Education prepares students to be self-disciplined and responsible citizens who can meet the challenge of living in an ethnically and socio-economically diverse community. Santa Cruz County Office of Education promotes caring and nurturing relationships and work cooperatively with parents, students, law enforcement representatives, and other community agencies. Santa Cruz County Office of Education stresses prevention of violence on campus and prepares students to handle conflict, anger, and other threats to safety.

Programs are implemented to prevent drug, alcohol, and tobacco use. The Santa Cruz County Office of Education discipline policy provides students with behavior guidelines that are aligned to the California Education Code and district policies. School-wide rules, classroom rules, the dress code, and consequences for rule infractions provide students with clear expectations for behavior. The focus is to reduce barriers to learning as well as to build protective factors leading to student success, both academically and socially.

Intervention and prevention programs focus on positive youth development. Santa Cruz County Office of Education implements programs to create a positive school climate and promote social-emotional learning using research-based strategies. Santa Cruz County Office of Education implements multi-tiered systems of support/response to intervention for students that promote high expectations, maintain student engagement in school, and provide systems for student success.

Strategies and programs unique to Santa Cruz County Office of Education that provide a safe learning environment for all students, including specifically for LGBTQ students.

The SCCOE Alternative Education Programs are located at various sites throughout Santa Cruz County. A description of the physical environment, including site maps and emergency exits are on file with the maintenance department and at each school site. The ultimate goal of our programs is to ensure that every student in our County has access to an educational program that suits the individual's unique need. This is accomplished through a variety of locations, educational models, and programmatic structures. Typically, our students are affected by one or more significant life challenges. Frequently, these include drug and alcohol abuse, homelessness, criminal activity, truancy, expulsion, poverty, lack of fluency in English, academic failure, and trauma. We provide a number of services for our students intended to ensure that our students can benefit from the academic program. In addition to ensuring that all students

have access to courses required for graduation, we provide a variety of services to meet student needs. These include: counseling, free and reduced priced meals, special education services, work based learning, and college and career counseling. Our programs include a charter high school, independent studies centers, personalized learning communities, two green career center high schools, middle school programs, thematic single classroom programs, conventional court/community schools, an all girls program, and a site at the juvenile hall.

Cypress Charter High School - focused on developing self-actualized citizens who utilize creativity, critical-thinking, and a comprehensive worldview, to be engaged and informed members of their communities. Cypress fosters a diverse student body through an inclusive community where each individual is seen and valued. Students utilize critical thinking skills in real-world applications, achieving personal and academic growth through a student-centered learning environment and a college preparatory curriculum.

#### Community School Programs Include:

Natural Bridges High School - a program for students in grades 10-12 seeking employment training while earning credits toward high school graduation. The program includes training for careers in agriculture, construction, alternative energy, habitat restoration and computers; courses in local ecology, history, economics, as well as other graduation requirements; and instruction in written and spoken communication, presentation and leadership skills.

Ponderosa High School - designed for students seeking to earn a high school diploma through a curriculum focused on academic, experiential, vocational education, and employment. This program is born out of the core tenants of the community, collaboration, and commitment. In addition to their work in the classroom, students will listen to guest speakers, be taken on field trips, be involved in community service projects, and participate in short and long-term internships in green businesses and agencies.

Santa Cruz Community School (Phoenix) - a structured learning environment that uses the S.E. L. framework to guide adolescents in grades 6-9. We focus on and encourage students' interests and abilities, so that each student achieves academic, social, and emotional success.

San Lorenzo Valley Community School (Highlands) - a unique, fun based learning environment. Based on a riverfront park in the redwoods, we provide a nurturing, homelike atmosphere for highly at-risk students, who have struggled to succeed anywhere else. Beyond individualized academics, our core focus is acceptance, compassion and flexibility, based on Trauma Informed Care, self-empowerment and building healthy life skills. With an abundance of creativity and "love", Highlands has been an often life-changing fixture in the San Lorenzo Valley community for over 30 years. Our goal is to support our students in learning to love themselves and to believe in their ability to be kind, happy, and successful members of the community.

Lighthouse High School - a program where the teacher, student, and family plan a course of study together, allowing for personalization and flexibility in the time, place, delivery model, and pace. Online, classroom-based, and individualized learning opportunities. Students may wish to include ROP courses that are available on or off-campus. future success. Students can pursue a-g (University of California approved) coursework here. Concurrent enrollment at Cabrillo College is encouraged. The personalized learning community operates by contracted learning.

Louden Nelson Community School & Teen Center - serves students with both Classroom and Independent Studies programs located in Downtown Santa Cruz. Focused on life skills as well as academics, the program is also an opportunity to get involved in the community. Loudon Nelson was a Santa Cruz resident in the 1850's. A former slave, Nelson donated his land to the school district upon his death in 1860. The community center was built as an elementary school in 1932, but is now named after Nelson for his support of local schools.

Oasis High School (Aptos & Watsonville) - designed to meet the needs of students who benefit from a personalized learning program. Oasis staff work collaboratively with the student, their parents/guardians, teacher, and counselor to design an education plan. Oasis is located on the Cabrillo College campus and works closely with the college to provide

students the opportunity to fulfill the requirements for admission to a CSU or UC through a combination of Oasis and Cabrillo coursework. Oasis staff work to empower students and provide a literal “oasis” that is safe and supportive.

Seabright High School - a program for creative, flexible, ambitious, independent and responsible learners. We are creating a learning community where students have choices, reach their goals, appreciate diversity and feel safe. Through individualized programming, small daily classes, and recreational activities, we work together in a personalized learning community, supporting each individual to realize their potential!

Star Community School - a small, student-centered community that provides a safe, nurturing environment that fosters academic and behavioral growth, so students can develop the self-confidence needed to be successful adults in the 21st century.

Star Personalized Learning Community - provides a safe space for students to grow, develop, and work towards their personal and academic goals. Star PLC is a hybrid between Independent Studies and a Day Program. Star PLC focuses on supporting students in a small, holistic,

safe environment. Juniors and seniors will be encouraged to attend a Cabrillo class and while in high school.

The Cottage - an afternoon program designed for students who benefit from a small classroom setting with individual attention. Centrally located in Harvey West Park, The Cottage is accessible to students countywide and the afternoon class schedule allows students who are working or who have been out of school to reconnect with a high school education with an emphasis on career choices, character education, and literacy.

Independent Studies Programs - located at the Santa Cruz County Office of Education and Sequoia Schools campus. Students meet with teachers individually once a week. Independent Studies students are offered the same supports as day program students and each student is supported to move forward academically, emotionally and vocationally through an individual approach.

DeWitt Anderson School - provides an educational environment for girls who are supported in setting and achieving academic goals. The school focuses on the unique challenges that face adolescent girls. The teaching and counseling staff are trained and experienced in supporting students as they transition to comprehensive high school, the workplace, or college. The curriculum emphasizes women’s studies and art in addition to basic academics, and students have the opportunity to work in an organic garden.

La Manzana Personalized Learning - a small, personalized learning community that provides a small, safe learning environment. All students are supported and encouraged to achieve their individualized academic, social and emotional goals.

Sequoia High School - committed to Social, Emotional, Academic learning with an emphasis on vocational training and community involvement. We promote this through restorative practices and ROP classes all encompassed in a 21st Century learning environment.

Sequoia Junior High - a program with an emphasis on Social Emotional Learning in a safe, healthy, and positive learning environment. Adolescents in the Sequoia Junior High Program learn study skills as well as life skills, and gain experience in the classroom and community.

El Nido - provides a small classroom learning environment on the Cabrillo College campus in Watsonville. Students have the opportunity to participate in a myriad of opportunities such as CTE courses, outdoor learning opportunities, and the arts.

The Camp - school program within an in-patient drug and alcohol treatment center. The school is open year round and employs a staff with extensive experience and training related to providing education services within a therapeutic setting.

#### Court School Programs Include:

Robert A. Hartman School - provides for the education of Youth detained at Santa Cruz County Juvenile Hall. Hartman School provides a highly structured learning environment that supports individualized and group learning. Curriculum is a blend of traditional text based learning as well as hands on kinesthetic learning. Named after a dedicated teacher, the school is open year round and employs a staff with extensive experience and training related to delinquent youth.

Esquela Quetzal - designed for youth who are willing to actively participate in counseling services to learn how to make empowered decisions toward positive personal growth. The program is made possible through collaboration between Youth Services and the Santa Cruz County Office of Education. Each day students attend core academic classes and receive group and individual counseling. Family and community involvement are also important components of the program. Along with academics, students are offered courses in art, music, vocational education, sports, an organic garden, and computer training.

Freedom Community School - a single classroom site for students who excel in a smaller, supportive, and structured learning environment. Our vision is to empower intrinsic motivation to lead and educate family and peers. The teacher and staff meet each individual learner at their current academic and social levels in order to create attainable goals, which creates a positive learning experience.

Sequoia Academy - a self-contained classroom designed to assist students who need extra support with study skills and setting educational goals. Sequoia Academy is committed to Social, Emotional, Academic learning with an opportunity for vocational training and community involvement.

#### School Supervision and Maintenance of Buildings/Classrooms

During the school day, staff members and administrators provide campus supervision. Identified problem areas receive increased supervision to reduce discipline, crime, or other school safety concerns. All staff members are responsible for supervision during break and lunch times. Students are allowed to leave the classrooms on a limited basis to minimize the risks of unsupervised activity. It is the practice of SCCOE Alternative Education Program to remove all graffiti from school property before pupils arrive to begin their school day. Other acts of vandalism are promptly addressed and repaired. Where possible, students participate in campus beautification activities (i.e. planting flowers/vegetable gardens, painting, cleanup, etc.) to increase student awareness of and interest in maintaining the school buildings and grounds. Such school beautification projects have been taken on at a number of school sites through The SCCOE Career and Technical Education Partnership (CTEP).

The school's physical facility is well maintained and generally looks neat and clean. The school sites are painted on a cyclical basis and renovated as needed. District personnel annually examine the school's physical facility and help eliminate obstacles to school safety. Additionally, health and fire department inspectors contribute to school safety. The classrooms are monitored for safety and appearance by the administration and individual classroom teachers. Additionally, a full inspection of sites, paying specific attention to potential hazards, has been conducted.

**SCHOOL SAFETY STRATEGY #1:** SCCOE Alternative Education administrators, teachers, families, pupils, support staff, and community members recognize and make appropriate use of the early warning signs related to violence, substance abuse, and other at-risk concerns.

**SCHOOL SAFETY STRATEGY #2:** Specific employees (e.g., the site lead or lead teacher) use unique strategies to promote school safety.



SCHOOL SAFETY STRATEGY #3: Effective procedures will be followed to maintain a safe physical plant and school site.

#### Enhancing School Safety Practices

Schools can enhance physical safety by adjusting traffic flow patterns to limit potential for conflicts or altercations. Schools can enhance physical safety by having adults visibly present throughout the school building. This includes encouraging parents to visit the school. Schools can enhance physical safety by conducting a building safety audit. Recent safety audits have identified the following findings.

#### The SCCOE Alternative Education Program:

- Operates closed campuses, where pupils must have permission to leave the campus during school hours.
- Has closed off all unused areas of the school;
- Has minimized blind spots around each school facility.
- Has installed alarm systems on campuses where appropriate.
- Has made it a priority to keep buildings clean and maintained.
- Has located its recreation areas where they are easily observed.
- Has limited roof access by keeping dumpsters away from building walls.
- Keeps trees and shrubs closely trimmed to limit outside hiding places for people or weapons.
- Keeps the school grounds free of debris and loose rock surfaces.
- Keeps a complete list of staff members who have keys to building(s).
- Does not allow graffiti to remain on walls. The procedure involves following the three “R’s” after discovery of graffiti—Read, Record (i.e. photograph or videotape) and Remove. Inflammatory bathroom graffiti is removed daily upon discovery.
- Provides maximum supervision in heavy traffic areas.
- Has relocated staff to be in proximity of typical trouble spots (e.g. relocate a counselor’s office next to a corridor where problems have occurred).
- Offers some school-or-community-based activities for students. However, students might benefit from an expansion of after school activities.



## **Child Abuse Reporting Procedures**

(EC 35294.2 [a] [2]; PC 11166)

All school staff members actively monitor the safety and welfare of all students. Staff members understand their responsibility as child-care custodians and will immediately report all cases of known and suspected child abuse pursuant to Penal Code Section 11166. District employees who are mandated reporters, as defined by law and administrative regulation, are obligated to report all known or suspected incidents of child abuse and neglect.

Penal Code 11166. (a) Except as provided in subdivision (d), and in Section 11166.05, a mandated reporter shall make a report to an agency specified in Section 11165.9 whenever the mandated reporter, in his or her professional capacity or within the scope of his or her employment, has knowledge of or observes a child whom the mandated reporter knows or reasonably suspects has been the victim of child abuse or neglect. The mandated reporter shall make an initial report by telephone to the agency immediately or as soon as is practicably possible, and shall prepare and send, fax, or electronically transmit a written follow up report within 36 hours of receiving the information concerning the incident. The mandated reporter may include with the report any non-privileged documentary evidence the mandated reporter possesses relating to the incident.

Plans are also completed to assure ongoing monitoring of the student. School staff work closely with police and Child Protective Services with follow up actions as needed. Considerable effort is made to maintain the confidentiality of the student and employee in all cases of child abuse reporting. Copies of all written reports are maintained in a confidential file in the principal's office. Board Policy 5141.4 addresses Child Abuse Prevention and Reporting and is included in the Appendix of the Comprehensive School Safety Plan.

The SCCOE Alternative Education Program maintains a copy of the LEA's Child Abuse Reporting Procedures in the main office. A copy of the Procedures is available in the Policies and Procedures section at the end of this document. Also included is a copy of the Child Abuse Reporting Form. Procedures include a description of reportable conditions, a list of mandatory reporters, deadlines for reporting, information on how to report and what to include. Also included in the Procedures is an explanation of protections afforded to Mandatory Reporters, as well as an explanation of liabilities for failing to report. All educators complete an online Mandated Reporter training, annually at the start of the school year.

## Emergency/Disaster Preparedness Training Schedule

Santa Cruz County Office of Education will provide all students and staff with emergency/disaster preparedness training in a variety of procedures according to the following schedule:

Training	Date(s)
Fire Procedures	Training: 9/24/19 & 10/25/19 - Drills: 10/16/19, 12/18/19, 3/25/20, 5/27/20
Lock Down Procedures	Training: 9/24/19 & 10/25/19 - Drills: 10/16/19, 3/25/20
Code Red Procedures	Training: 9/24/19 & 10/25/19 - Drill: 10/16/19
Shelter in Place Procedures	Training: 9/24/19 & 10/25/19 - Drill: 10/16/19
Earthquake Emergency Procedures	Training: 9/24/19 & 10/25/19 - Drills: 10/17/19, 3/25/20

### Procedures for Emergency Use by Public Agency – BP 3516

As documented in Board Policy 3516, public agencies, including the American Red Cross, have permission to use school buildings, grounds, and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. The Board will cooperate with such agencies in furnishing and maintaining whatever services they deem necessary to meet the community's needs. Board Policy 3516 is included in the Appendix.

Upon request by the office of Emergency Services or other valid authority and upon approval by the superintendent, public agencies may be authorized to use school buildings, grounds, and equipment for mass care and welfare shelters during an emergency which affects public health or welfare.

### Suspension/Expulsion Policies – BP 5144.1

As documented in Board Policy 5144.1, the school desires to provide students access to educational opportunities in an orderly school environment that protects their safety and security, ensures their welfare and well-being, and promotes their learning and development. Rules and regulations set the standards of behavior expected of students and the disciplinary processes and procedures for addressing violations of those standards, including suspension and/or expulsion. Board Policy 5144.1 is included in the Appendix.

Pupils may be suspended, transferred to another school, or recommended for expulsion for certain acts. However, wherever possible, the COE Alternative Education program favors the use of alternatives to suspension and expulsion, embracing the tenets of Restorative Justice and conflict resolution. (See Rules and Procedures for School Discipline section for more information)

### Procedures to Notify Teachers of Dangerous Pupils – BP 5148

As documented in Board Policy 5148, the Superintendent or designee shall ensure that employees are informed, in accordance with law, regarding crimes and offenses by students who may pose a danger in the classroom. Board Policy 5148 is included in the Appendix.

### Teacher Notice of Disciplinary History

The Office of Child Welfare and Attendance shall provide to the administration of The SCCOE Alternative Education Program, information on each pupil who has: (1) during the previous three school years, engaged in any suspendable or expellable act (except E.C. 48900 (h)) or (b) committed a crime reported to the District by a family member, local law enforcement, Probation Department or social services. This information is used to develop awareness, assigning appropriate discipline consequences, help in allocating resources, and is a factor in determining which services are provided to the pupil or recommended to the parent/guardian.

### **Gang Affiliation**

The staff at SCCOE Alternative Education Program work closely with Broad Based Apprehension Suppression and Treatment and Alternatives (BASTA) and with the local law enforcement/Gang Unit regarding all issues and matters that are gang related. Information from the school and the community are communicated to the student's parents, if a pupil begins to make gang affiliations. Appropriate prevention and intervention strategies and programs are offered to the families. Staff training in Gang Awareness/Prevention/Intervention is provided annually.

### **Nondiscrimination/Harassment Policy – BP 5145.3**

As documented in Board Policy 5145.3, the Board of Education desires to provide a safe school environment that allows all students equal access and opportunities in the district's academic and other educational support programs, services, and activities. The Board prohibits, at any district school or school activity, unlawful discrimination, including discriminatory harassment, intimidation, and/or bullying of any student, based on actual or perceived characteristics of race or ethnicity, color, nationality, national origin, ethnic group identification, age, religion, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or any other characteristic identified in Education Code 200 or 220, Penal Code 422.55, or Government Code 11135, or based on association with a person or group with one or more of these actual or perceived characteristics. Board Policy 5145.3 is included in the Appendix.

Strategies and programs unique to Santa Cruz County Office of Education that provide a safe school environment for all students, including specifically for LGBTQ students.

A major source of conflict in many schools is the perceived or real problem of bias and unfair treatment of students because of ethnicity, gender, race, social class, religion, disability, nationality, sexual orientation, physical appearance, or some other factor. Effective schools convey the attitude that all children can achieve academically and behave appropriately, while at the same time appreciating individual differences. Effective schools communicate to students and the greater community that all children are valued and respected.

In order to maximize the successful education of all students and help them become productive citizens and lifelong learners in a diverse society, all individuals including student, parents, staff and community members:

- Shall be treated with dignity, respect and fairness;
- Shall encourage and maintain high expectations;
- Shall model an appreciation for socio-economic, cultural, ethnic, gender and religious diversity; and
- Shall contribute to an environment of mutual respect, caring and cooperation.

Students, parents, staff and community members shall join together to share a sense of belonging and take pride in our schools, facilities and programs through participation and cooperation in support of the education of all students.

A copy of the “Parent/Guardian Rights Handout” is provided to each parent/student annually or upon enrollment. This handout includes information pertaining to student rights to physical safety, to the protection of personal property, to respect from adults, and to be free of discrimination on the basis of gender, race, color, religion, ancestry, national origin, ethnic group, marital or parental status, physical or mental disability, sexual orientation or the perception of one or more of such characteristics. The LEA’s policies on nondiscrimination and sexual harassment support these protections and serve to promote the fair treatment of all children.

### **Dress Code – BP 5132**

As documented in Board Policy 5132, the Board of Education believes that appropriate dress and grooming contribute to a productive learning environment. The Board expects students to give proper attention to personal cleanliness and to wear clothes that are suitable for the school activities in which they participate. Students' clothing must not present a health or safety hazard or a distraction which would interfere with the educational process. Students are prohibited

from wearing gang-related apparel when there is evidence of a gang presence that disrupts or threatens to disrupt the school's activities. Board Policy 5132 is included in the Appendix.

Each school site has developed a dress code to prohibit gang-identified colors or symbols, clothing that displays/glorifies violence or drug/alcohol use, and clothing that is inappropriate for the school environment. The dress code is reviewed regularly and guidelines are presented to students and parents annually and upon enrollment. The goals of the dress code are to minimize conflict among students and minimize distractions in the classroom.

#### **Rules and Procedures for School Discipline – BP 5144**

As documented in Board Policy 5144, the Board of Education is committed to providing a safe, supportive, and positive school environment which is conducive to student learning and to preparing students for responsible citizenship by fostering self-discipline and personal responsibility. The Board believes that high expectations for student behavior, use of effective school and classroom management strategies, provision of appropriate intervention, provision of appropriate intervention and support, and parent involvement can minimize the need for disciplinary measures that exclude students from instruction as a means for correcting student misbehavior.

##### **Discipline Policy and Code:**

Effective and safe schools, develop, and consistently enforce, school-wide rules that are clear, broad-based, and fair. School safety can be enhanced by the development of a school-wide disciplinary policy that includes a code of conduct, specific rules and consequences that can accommodate student differences on a case-by-case basis when necessary. Discipline consequences should be commensurate with the offense, should be written, applied in a nondiscriminatory manner, and accommodate cultural diversity. Direct teaching, social problem solving, and social decision-making is now a standard feature of effective drug and violence prevention programs.

Students can also be a good source of information. Peers often are the most likely group to know in advance about potential school violence. Information provided to staff by students will be taken seriously and handled in a sensitive, timely manner to minimize risk to the student who revealed it, and to assess the threat and respond appropriately.

The SCCOE Alternative Education Program uses both classroom and school-wide discipline codes that clearly communicate the behavioral expectancies and consequences for students. The SCCOE Alternative Education Program has developed plans to promote positive behaviors on playing fields, in break areas, hallways, and assembly areas.

##### **The Rules and Procedures for School Discipline Including Suspensions and Expulsions:**

Discipline procedures focus on finding the cause of problems and working with all concerned to reach the proper, lawful solutions. The school's discipline plan begins at the classroom level. Teachers use a visible classroom management plan to communicate classroom rules, promote positive pupil conduct, and reduce unacceptable conduct. Appropriate consequences are administered based on the seriousness of the pupil's misbehavior. Frequent communication with parents occurs in order to apprise them of issues as soon as possible to encourage their support and assistance in the resolution of the problem, and to communicate shared responsibility for student behavior. Some sites provide students and parents with a site-specific school handbook that includes school rules. It has been suggested that all school sites might benefit from this practice.

Pupils may be suspended, transferred to another school, or recommended for expulsion for certain acts. However, wherever possible, the COE Alternative Education program favors the use of alternatives to suspension and expulsion, embracing the tenets of Restorative Justice and conflict resolution. According to West Ed: Restorative Justice is a broad term that encompasses a growing social movement to institutionalize peaceful and non-punitive approaches for addressing harm, responding to violations of legal and human rights, and problem solving. RJ has been used extensively both as a means to divert people from official justice systems, and as a program for convicted offenders already supervised by the adult or juvenile justice system."

In the school setting, it often serves as an alternative to traditional discipline, particularly exclusionary disciplinary actions such as suspension or expulsion. RJ proponents often turn to restorative practices out of concern that more exclusionary disciplinary actions tend to be associated with harmful consequences for children.

Site administrators contribute to a positive school climate, promote positive pupil behavior, and help reduce inappropriate conduct. The director uses available district and other appropriate records to inform teachers of each pupil identified under E.C. 49079. Staff is kept informed with current information pertaining to high-risk students. In addition, the probation department provides school administration with specific confidential notice regarding relevant offenses.

When weapons or dangerous objects are involved, law enforcement is contacted and consulted to help maintain and to promote a safe and orderly school environment. SCCOE Alternative Education Program employees comply with all legal mandates, regulations, and reporting requirements for all instances of suspected child abuse. Child Abuse reporting regulations and procedures are routinely reviewed with staff and counselors designated to assist in case a report needs to be filed.

Cell phones are used at school sites to promote staff communication and increase site security.

### **Bullying Prevention – BP 5131.2**

As documented in Board Policy 5131.2, the Board of Education is committed to creating a safe learning and working environment for all students and employees. The Board of Education recognizes the harmful effects of bullying on student learning and school attendance and desires to provide safe school environments that protect students from physical and emotional harm. District employees shall establish student safety as a high priority and shall not tolerate bullying of any student.

No student or groups of students shall, through physical, written, verbal, or other means, harass, sexually harass, threaten, intimidate, cyberbully, cause bodily injury to, or commit hate violence against any other student or school personnel. Board Policy 5131.2 is included in the Appendix.

Strategies and programs unique to Santa Cruz County Office of Education that prevent bullying for all students, including specifically for LGBTQ students.

The Santa Cruz County Office of Education participates in the Safe Schools Project, which provides a wide range of services to schools, school districts and related organizations. Professional staff is available to provide school district wide or school related professional learning experiences ranging from safe and inclusive school visioning, policy development, workshops, professional development days, staff meetings, one on one teaching guidance, curriculum development, and institutes – and we can provide this in person or online. We can provide this guidance for administrators, teachers, support staff, counselors and parents. The LGBTQ School Taskforce was recently created under this project as well.

### **Positive School Climate – BP 5137**

As documented in Board Policy 5137, the Board of Education desires to enhance student learning by providing an orderly, caring, and nurturing educational and social environment in which all students can feel safe and take pride in their school and their achievements. The school environment should be characterized by positive interpersonal relationships among students and between students and staff.

The district's curriculum shall include age-appropriate character education which includes, but is not limited to, the principles of equality, human dignity, mutual respect, fairness, honesty, and citizenship. The Superintendent or designee may develop other strategies to enhance students' feelings of connectedness with the schools, such as campus beautification projects, graffiti removal, development of extracurricular activities and after-school programs, pairing of adult mentors with individual students, recognition of student achievement, and encouragement of strong family and community involvement in the schools. Board Policy 5137 is included in the Appendix.

#### The School's Social Environment

Leadership at SCCOE Alternative Education Programs is a shared process. A proactive role is assumed in all phases of the school operation. The senior director sets a positive tone for the school, guides the staff and works closely with them on curriculum and school safety issues. The school site's organizational structure is open and flexible contributing to sensitivity concerning school safety issues and promoting a safe, orderly school environment conducive to learning.

#### Classroom Organization and Structure

The SCCOE Alternative Education Program teachers provide a variety of learning environments in their classrooms. Teachers use a variety of teaching strategies including: projects, presentations, hands-on activities, portfolios, journals, creative writing, art, displays or other creative teaching strategies that optimize student success in the classroom and promote a high degree of engagement. Collaborative learning and peer tutoring are also employed to facilitate language development and social skills. Collaboration with the local universities (CSUMB/UCSC) provides volunteers to work with students to expand curricular offerings.

The teachers at the SCCOE Alternative Education Program are highly qualified, with many teachers holding advanced degrees. The staff is united in their desire to provide quality education for all pupils. Classrooms and teachers provide safe, orderly learning environments, enhance the experience of learning, and promote positive interactions amongst pupil and staff. Instructional time is maximized and disruptions are minimized. Site staff members meet regularly to discuss individual student progress.

#### The School's Cultural Environment

There is a high level of cohesiveness among the staff members at SCCOE's Alternative Education Program. Cooperation and support between teachers and the administration is evident. Efforts are made by the administration and staff to show concern for all students. Staff works hard to promote acceptance and tolerance among students, and to establish trust and respect among students and staff, encouraging buy-in by students in to the school program.

The academic and behavior efforts of students are recognized and rewarded. Students receive awards such as student of the week acknowledgements. Exceptional work is displayed in the classrooms, and students are praised often for positive effort and behavior.

Cultural diversity is celebrated throughout the year, and visiting visual and performing artists are invited to work with students at a number of school sites. It has been suggested that the COE consider ways to increase opportunities for such participation across sites, and that schools with higher rates of suspension and criminal reporting receive first priority. English language development is included across the curriculum to encourage communication skills among students learning English as a second language.

#### SCCOE Alternative Education Programs Provide:

- Small class sizes
- Success-oriented instructional practices
- Valuable community partnerships
- Effective student intervention strategies
- Well-rounded educational opportunities

- Youth employment and Career and Technical Education opportunities
- Character Education
- Effective policies and procedures related to student safety

SCHOOL CLIMATE STRATEGY: SCCOE Alternative Education administrators, teachers, families, pupils, support staff, and community members recognize and make appropriate use of the early warning signs related to violence, substance abuse, and other at-risk concerns.

SCCOE Alternative Education Programs Plan To:

- Continue to involve visiting professional artists from The William James Society, California Poets in the Schools, Shakespeare Santa Cruz and the Distinguished Artist, Concert and Lecture Series of Cabrillo College at all school sites, giving first priority to schools with higher rates of suspensions and criminal reporting.
- Provide ongoing training in The Character Based Literacy Program at the middle school and high school level, especially for new teachers.
- Increase levels of Career Technical Education available to students.
- Create and implement a health-related unit on the social and scientific effects of drugs and alcohol.
- Continue to strengthen the Alternative Education/Youth Services Drug/Alcohol Intervention Partnership through the Camp School and Escuela Quetzal.
- Continue to strengthen the Alternative Education/Probation Partnership to ensure student safety.
- Increase Social/Emotional counseling at all school sites with a specific focus on conflict resolution.
- Increase student and parent involvement through school open house and student recognition ceremonies.
- Provide School Handbooks to all students at all sites.
- Provide ongoing staff training in gang and violence awareness/prevention.

Assigned to the SCCOE Alternative Education Program are a school psychologist and five school counselors. These staff members provide individual and small group counseling, referral to outside agencies as necessary, and site-specific counseling to address common group needs at individual school sites. They also provide professional development to teachers and staff in Trauma Informed Care and Restorative Practices.

Strategies and programs unique to Santa Cruz County Office of Education that create a positive school climate for all students, including specifically for LGBTQ students.

#### Character Based Curriculum

The SCCOE Alternative Education Program utilizes the Character Based Literacy Program designed by the Markkula Center for Applied Ethics at Santa Clara University. The curriculum is designed specifically for court and community school students. It is standards-based, designed to provide students with access to grade-level texts and at the same time to provide students with pro-social values, thoughts, and skills. This is a valued program and it is suggested that it be continued while seeking ways to connect it with strategies consistent with English Language Development (ELD).

#### Differentiated Instructional Strategies

SCCOE Alternative Education classrooms are success-oriented. Many students attending court and community schools have experienced limited school success during their careers. Alternative Education seeks to assess individual student needs and assets and to design instruction to ensure maximum individual student success. Strategies for differentiation include computer aided instruction and remediation, interest, ability level, and learning style groupings, tiering texts, utilizing learning centers, varying time allotments, compacting assignments and tiering learning products.

#### Youth Employment and Vocational Training

Further promotion of social skills and citizenship takes place during vocational courses, such as Career Search, Job Search, Work Experience and Career and Technical Education (CTE) courses. Such real world, work-related courses have been proven to improve behavior and to lower the dropout rate, especially among at-risk students. Students also

have the opportunity to take Career and Technical Education (CTE) courses on neighboring high school campuses and also to concurrently enroll in classes vocational or otherwise at Cabrillo Community College. The School Site Council and the School Safety Committee agree that students would certainly benefit from an expansion of all of these programs.

#### Fitness, Health, and Wellness

The SCCOE Alternative Education Program continues to work with local districts as well as those in adjacent counties to maintain a model and successful Alternative Education Sports League. Students have the opportunity to compete throughout the year against other schools in volleyball, basketball, softball and soccer. Cooperation, responsibility to self and others, as well as sportsmanship are always the emphasis.

Every student is required to take a five-unit health course to graduate. As drug and alcohol use and abuse continues to be a school safety issue, the Safety Committee suggests that a unit on the social and scientific effects of alcohol and drug use may prove advantageous to students as a further preventive measure and that the COE continue to strengthen its relationship with Encompass Counseling agency.

#### Art, Music, and Literature Enrichment Programs

Alternative Education believes that all students deserve a well-rounded education. We feel that Visual and Performing Arts are an integral part to such a liberal education. One purpose of art is to foster creativity. It is with creativity that we as a democratic society are able to continue to construct future possibilities, to grow, improve, and evolve. It is through empathy, the ability to experience something or someone as if you were that object or person, that we are able to construct a future universe and society that is inclusive rather than exclusive. Simply put, Art teaches us to make sense of things as they are and to imagine them as they might be.

Beyond these goals lie the simple observable facts that art is calming, meditative, and therapeutic. Art draws students in, quiets their minds, and allows for personal and unique expression and exploration, providing another opportunity to deal with those issues that are most pressing. According to the State framework on Visual and Performing Arts, students participating in Fine Art curricula are more likely to achieve highly and are less likely to drop out of school.

We rely on expertise in our Visual and Performing Arts Programs, and we address the five artistic strands of Standards: artistic perception; creative expression; historical and cultural context; aesthetic valuing; and connections, relationships, and applications. We are partnered with several organizations employing professional artists. We partner with William James for the Visual Arts. These organizations provide local, professional artists to our schools. The artists teach Art History and Artistic Expression, allowing students to explore and create art, and make sense of the art world through the use of different media and techniques. For many of our students, this is their first exposure to classical art. Also of note, is our relationship with California Poets in the Schools. CPITS provides on-site professional writers who teach creative writing and poetry to students.

For the Performing Arts, we partner with Shakespeare Santa Cruz and the Distinguished Artist, Concert and Lecture Series of Cabrillo College. Shakespeare Santa Cruz is a theatrical troupe that brings Shakespearean plays, and their understanding and appreciation into schools. Each year, Shakespeare Santa Cruz provides several performances to our schools at minimal cost. Cabrillo The Distinguished Artist, Concert and Lecture Series of College brings groups of musicians from around the globe into our schools to provide students with new experiences, an expanded body of knowledge, and broader understanding of cultural diversity through exposure to music.

#### Student Recognition Programs

The SCCOE Alternative Education Program offers several recognition and award programs at every school site to promote positive academic and behavioral goals and to enhance the self-esteem of students. Ceremonies include academic, sports-related, and community-based recognitions. The largest and most significant recognition ceremony takes place at graduation, celebrated twice yearly, in January and June.

#### Preventing and Intervening: Pupil Aggressive Behavior



Creating a safe school requires having in place many preventive measures for children’s mental and emotional problems. Schools can reduce the risk of violence by teaching children appropriate strategies for dealing with feelings, expressing anger in appropriate ways, and resolving conflicts.

Staff members in the SCCOE Alternative Education Program have received training in conflict resolution and mediation skills. However, more training has been requested. The SCCOE Alternative Education Program uses a comprehensive approach to school violence prevention. Pupils are identified in their school career using measures shown to be highly effective in identifying student with antisocial and aggressive tendencies. These measures include: (a) number of disciplinary referrals to office, (b) observed aggressive behavior, and (c) teacher observation. Specific training in conflict resolution was provided to all staff during the 2014-2015 school year and will continue to be provided.

### **Uniform Complaint Procedure – BP 1312.3**

As documented in Board Policy 5137, the Board of Education recognizes that the district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs. The Board encourages early resolution of complaints whenever possible. To resolve complaints which may require a more formal process, the Board adopts the uniform system of complaint processes specified in 5 CCR 4600-4670 and the accompanying administrative regulation. Board Policy 1312.3 is included in the Appendix.

Strategies and programs unique to Santa Cruz County Office of Education that encourage early resolution of complaints for all students, including specifically for LGBTQ students.

All students are expected to behave in a manner that promotes safety and order. Students are encouraged to bring problems to the Senior Director, Directors, counselor, teacher, or other staff members. The everyday goal is for the staff to be proactive rather than reactive in all situations of concern. Frequent staff communication encourages dissemination of information among the staff about potential areas of concern. Professional Development on Restorative Practices has been provided to all teachers and staff as strategy and program for resolving conflict among students.

### **Protocols to Address Mental Health Care of Pupils Who Have Witnessed a Violent Act**

Pupils who have witnessed a violent act at school or at a school-sponsored activity, while going to or coming from school or a school sponsored activity, or during a lunch period on or off campus, will need attention to address their mental health. Witnessing violence and being a victim of violence at school have been found both positively and significantly associated with child psychological trauma symptoms and self-reported violent behavior, even after controlling for the effects of various demographic factors. Serious emotional and behavioral consequences can occur for students who are merely witnesses to violence (Flannery, D. J., Wester, K. L., & Singer, M. I., 2004).

### **Mental Health Programs**

Assigned to the SCCOE Alternative Education Program are a school psychologist and five school counselors. Alternative Education programs contribute to mental health goals through individual and small group counseling, referral to outside agencies as necessary, site-specific counseling to address common group needs at individual school sites. In incidences of possible suicide, school/district psychologist or police crisis response units shall be contacted.

**Suicide Prevention:** Policies and procedures are in place for suicide prevention, assessment, crisis interview and intervention, and communication with parent. However, a review of policies and procedures during staff development time might prove advantageous.

**Grief Counseling:** Policies and procedures are in place to provide debriefing and grief counseling following any school-related incident.

## **Procedures for Safe Ingress and Egress of Pupils, Parents, and School Employees to and from school**

In an effort to assure the safety and welfare of students, parents, and visitors to Santa Cruz County Office of Education, the following procedures should be followed when traveling to and from the school site:

- Daily Bus Drop-off & Pick-up at School:
- Students Walking to School:
- Students and Adults visiting the school site after hours or on weekends:

A set of school maps indicating safe entrance and exit areas for pupils, parents and school employees is available in the main office. Site specific maps are posted at the exits of each school.

To ensure the safety of pupils and staff, all visitors to the campus, except pupils of the school and staff members, shall register immediately upon entering any school building or grounds when school is in session. Signs indicating the location of the office are displayed in prominent locations for the public. Students are provided with ID cards to provide easy identification to staff and law enforcement personnel. ID cards are routinely updated to provide the most current photograph of the student, and lost cards can be readily replaced.

An administrator, designee, or lead teacher may direct an individual to leave school grounds if he/she has a reasonable basis for concluding that the person is committing an act that is likely to interfere with the peaceful conduct of school activities or that the person has entered the campus with the purpose of committing such an act.

The SCCOE Alternative Education Program will, when appropriate, exercise the authority to remove a visitor or outsider from the campus. Law enforcement is immediately contacted for individuals engaging in threatening conduct, including disturbing the peace.

The SCCOE Alternative Education Program notice and removal system establishes sufficient documentation for civil law remedies as needed. For continuing disruptive behavior by a visitor or outsider, The SCCOE Alternative Education Program shall contact the district office to determine whether to file for a temporary restraining order and injunction.

SCCOE Alternative Education Program Educators actively supervise student departures and arrivals, placing themselves strategically at pick-up points and bus stops. Arrival and dismissal times are staggered at sites in close proximity to each other to ensure safety. SCCOE Education Program Educators keep law enforcement apprised of any schedule changes.

## **Appendix**

### **Board Policy 5141.4 Child Abuse Prevention and Reporting**

### **Board Policy 3516 Emergencies and Disaster Preparedness**

### **Board Policy 5144.1 Suspension and Expulsion/Due Process**

**Board Policy 4158 Employee Security/Teacher Notification**

**Board Policy 5145.3 Nondiscrimination/Harassment**

**Board Policy 5132 Dress and Grooming**

**Board Policy 5144 Discipline**

**Board Policy 5131.2 Bullying Prevention**

**Board Policy 5137 Positive School Climate**

**Board Policy 1312.3 Uniform Complaint Procedure**

**CHILD ABUSE PREVENTION AND REPORTING**

The County Board of Education recognizes the Santa Cruz County Office of Education's (COE's) responsibility to educate students about the dangers of child abuse so that they will acquire the skills and techniques needed to identify unsafe situations and to react appropriately and promptly.

The COE's instructional program shall include age appropriate and culturally sensitive child abuse prevention curriculum. This curriculum shall explain the student's right to live free of abuse, inform them of available support resources, and teach them how to obtain help and disclose incidents of abuse. The curriculum also may include training in self-protection techniques.

The County Superintendent or designee shall seek to incorporate community resources into the COE's child abuse prevention programs. To the extent feasible, the County Superintendent or designee shall use these community resources to provide parents/guardians with instruction in parenting skills and child abuse prevention.

**Child Abuse Reporting**

The County Board recognizes that child abuse has severe consequences and that the COE has a responsibility to protect students by facilitating the prompt reporting of known and suspected incidents of child abuse. The County Superintendent or designee shall establish procedures for the identification and reporting of such incidents in accordance with law.

Employees who are mandated reporters, as defined by law and administrative regulation, are obligated to report all known or suspected incidents of child abuse and neglect. Mandated reporters shall not investigate any suspected incidents but rather shall cooperate with agencies responsible for investigating and prosecuting cases of child abuse and neglect.

The County Superintendent or designee shall provide training regarding the reporting duties of mandated reporters.

In the event that training is not provided to mandated reporters, the County Superintendent or designee shall report to the California Department of Education the reasons that such training is not provided. (Penal Code 11165.7)

*Adopted: 10/16/2014*

## **Suspension and Expulsion**

The SCCOE Alternative Education Program has established policies and standards of behavior in order to promote learning and protect the safety and well-being of students. When these policies and standards are violated, it may be necessary to suspend or expel a student from regular classroom instruction.

Suspended or expelled students shall be excluded from all school-related extracurricular activities during the period of suspension or expulsion.

Except in cases where suspension for a first offense is warranted in accordance with law, suspension shall be imposed only when other means of correction fail to bring about proper conduct. (Education Code 48900.5)

Expulsion is an action taken by the Board for severe or prolonged breaches of discipline by a student. Except for single acts of a grave nature, expulsion is usually used only when there is a history of misconduct, when other forms of discipline, including suspension, have failed to bring about proper conduct, or when the student's presence causes a continuing danger to him/herself or others. (Education Code 48915)

The grounds for suspension and expulsion and the procedures for considering, recommending and/or implementing suspension and expulsion shall be specified in administrative regulation.

Each principal shall annually inform all students and parents/guardians of the school's discipline rules and procedures and of the availability of all district policies and regulations dealing with student discipline, suspension and expulsion. (Education Code 35291, 35291.5)

Alternatives to suspension or expulsion will be used with students who are truant, tardy, or otherwise absent from assigned school activities. (Education Code 48900)

### **Student Due Process**

The Board shall provide for the fair and equitable treatment of students facing suspension and expulsion by affording them their due process rights under the law. The Superintendent or designee shall comply with procedures for notices and appeals as specified in regulation and law. (Education Codes 48911, 48915 and 48915.5)

## On-Campus Suspension Program

The SCCOE Alternative Education Program recognizes that students who are suspended from school frequently have no supervision or guidance during the school hours when they are off campus and may fall behind in the course work. The Board believes that in many cases, it would be better to manage the student's behavior by keeping the student at school and providing him/her with supervision that is separated from the regular classroom.

The Superintendent or designee shall establish a supervised in-house suspension program which meets the requirements of law for suspended students who pose no imminent danger or threat at school and for whom an expulsion action has not been initiated.

The Superintendent or designee shall examine alternatives to off-campus suspension and may establish a suspension program which involves progressive discipline during the school day on campus; use of conferences between staff, parents/guardians and students; detention; student study teams or other assessment-related teams; and/or referral to school support services staff. The use of such alternatives does not preclude off-campus suspensions.

## Required Parental Attendance

The SCCOE Alternative Education Program believes that parental involvement plays an important role in the resolution of classroom behavior problems. The Board expects that teachers will communicate with parents/guardians when behavior problems arise. Current law enables parents/ guardians to be absent from work without endangering their employment status in order to attend a portion of their child's school day at a teacher's request. Besides furthering improved classroom behavior, such attendance should promote positive parent-child interactions.

Whenever a student is removed from a class because he/she committed an obscene act, engaged in habitual profanity or vulgarity, disrupted school activities or otherwise willfully defied valid staff authority, the teacher of the class from which the student was removed may provide that the student's parent/guardian attend a portion of a school day in that class. After completing the classroom visit and before leaving school premises, the parent/guardian also shall meet with the principal or designee. (Education Code 48900.1)

The SCCOE Alternative Education Program encourages teachers, before requiring parental attendance, to make reasonable efforts to have the parent/guardian visit the class voluntarily. The teacher also may inform the parent/guardian about available resources and parent education opportunities. Teachers should reserve the option of required parental attendance for cases in which they have determined that it is the best strategy to promote positive

interaction between the student and the parent/guardian and to improve classroom behavior.

The teacher shall apply this policy uniformly to all students within the classroom. This policy shall apply only to a parent/guardian who lives with the student (Education Code 48900.1)

Parental attendance may be requested on the day the student returns to class or within one week thereafter. The principal or designee shall contact any parents/guardians who do not respond to the request to attend school. The Board recognizes that parental compliance with this policy may be delayed, modified or prevented for reasons such as serious illness/injury/disability, absence from town, or inability to get release time from work.

LEA regulations and school site rules for student discipline shall include procedures for implementing parental attendance requirements.

### **Decision not to Enforce Expulsion Order**

On a case-by-case basis, the enforcement of an expulsion order may be suspended by the Board pursuant to the requirements of the law.

Parents/guardians shall be notified of this policy before it is implemented and at the beginning of each subsequent school year. (Education Codes 48900.1, 35291, 48980)

District regulations and school-site rules for student discipline shall include procedures for implementing parental attendance requirements.

#### **Legal Reference:**

##### *EDUCATION CODE*

*212.5 Sexual harassment*  
*233 Hate violence reductions*  
*1981 Enrollment of students*  
*17292.5 Program for expelled students*  
*32050 Hazing*  
*35146 Closed sessions (re suspensions)*  
*35291 Rules (for government and discipline of schools)*  
*35291.5 Rules and procedures on school discipline*  
*48660-48666 Community day schools*  
*48900-48926 Suspension and expulsion*  
*48950 Speech and other communication*  
*49073-49079 Privacy of student records*

##### *CIVIL CODE*

*47 Privileged communication*

CODE OF CIVIL PROCEDURE

*1985-1997 Subpoenas; means of production*

GOVERNMENT CODE

*11455.20 Contempt*

*54950-54963 Ralph M. Brown Act (re closed sessions)*

HEALTH AND SAFETY CODE

*11014.5 Drug paraphernalia*

*11053-11058 Standards and schedules*

LABOR CODE

*230.7 Discharge or discrimination against employee for taking time off to appear in school on behalf of a child*

PENAL CODE

*240 Assault defined*

*242 Battery defined*

*243.4 Sexual battery*

*245 Assault with deadly weapon*

*261 Rape defined*

*266c Unlawful sexual intercourse*

*286 Sodomy defined*

*288 Lewd or lascivious acts with child under age 14*

*288a Oral copulation*

*289 Penetration of genital or anal openings*

*417.25-417.27 Laser scope*

*422.6 Interference with civil rights; damaging property*

*422.7 Aggravating factors for punishment*

*422.75 Protected classes*

*626.2 Entry upon campus after written notice of suspension or dismissal without permission*

*626.9 Gun-Free School Zone Act of 1995*

*626.10 Dirks, daggers, knives, razors or stun guns*

*868.5 Supporting person; attendance during testimony of witness*

COURT DECISIONS

*Garcia v. Los Angeles Board of Education (1991) 123 Cal.App.3d 807*

*Fremont Union High School District v. Santa Clara County Board (1991) 235 Cal. App. 3d 1182*

*John A. v. San Bernardino School District (1982) 33 Cal. 3d 301, 308*

*Woodbury v. Dempsey (2003) 108 Cal. App. 4th 421*

ATTORNEY GENERAL OPINIONS

*80 Ops.Cal.Atty.Gen. 347 (1997)*

*80 Ops.Cal.Atty.Gen. 91 (1997)*



*80 Ops. Cal. Atty. Gen. 85 (1997)*  
*UNITED STATES CODE, TITLE 20*  
*7151 Gun free schools*

*Management Resources:*

*CDE PROGRAM ADVISORIES*  
*0306.96 Expulsion Policies and Educational Placements, SPB 95/96-04*

# **SUSPENSION AND EXPULSION/DUE PROCESS**

## **DEFINITIONS**

Suspension from school means removal of a student from ongoing instruction for adjustment purposes. However, suspension does not mean any of the following: (Education Code 48925)

1. Reassignment to another education program or class at the same school where the student will receive continuing instruction for the length of day prescribed by the Governing Board for students of the same grade level.
2. Referral to a certificated employee designated by the principal to advise students.
3. Removal from the class, but without reassignment to another class or program, for the remainder of the class period without sending the student to the principal or designee as provided in Education Code 48910. Removal from a particular class shall not occur more than once every five school days.

Expulsion means removal of a student from the immediate supervision and control, or the general supervision, of school personnel. (Education Code 48925)

Day means a calendar day unless otherwise specifically provided. (Education Code 48925)

School day means a day upon which the schools of the district are in session or weekdays during the summer recess. (Education Code 48925)

Student includes a student's parent/guardian or legal counsel. (Education Code 48925)

Principal's designee means one or more administrators or, if there is not a second administrator at one school site, a certificated person specifically designated by the principal, in writing, to assist with disciplinary procedures. Only one such person may be designated at any time as the principal's primary designee and only one such person may be designated as secondary designee for the school year. The names of such persons shall be on file in the principal's office. (Education Code 48911)

## **NOTICE OF REGULATIONS**

At the beginning of each school year, the principal of each school shall ensure that all students and parents/guardians are notified in writing of all school rules

related to discipline, suspension and expulsion. Transfer students and their parents/guardians shall be notified at the time of enrollment. (Education Code 35291.5, 48900.1, 48980)

Notification shall include information about the ongoing availability of individual school rules and all district policies and regulations pertaining to student discipline. (Education Code 35291)

## **GROUNDINGS FOR SUSPENSION AND EXPULSION**

A student may be subject to suspension or expulsion when it is determined that he/she:

1. Caused, attempted to cause, or threatened to cause physical injury to another person or willfully used force or violence upon the person of another, except in self-defense. (Education Code 48900(a))

A student who aids or abets the infliction or attempted infliction of physical injury on another person, as defined in Penal Code 31, may be suspended, but not expelled. However a student may be suspended or expelled pursuant to Education Code 48900(a) once he/she has been adjudged by a juvenile court to have committed, as an aide or abettor, a crime of physical violence in which the victim suffered great or serious bodily injury. (Education Code 48900(s))

2. Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object 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 principal or designee's concurrence. (Education Code 48900(b))

3. Unlawfully possessed, used, sold, 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. (Education Code 48900(c))

4. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code 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, alcohol beverage or intoxicant. (Education Code 48900(d))

5. Committed or attempted to commit robbery or extortion. (Education Code 48900(e))

6. Caused or attempted to cause damage to school property or private property. (Education Code 48900(f))

7. Stole or attempted to steal school property or private property. (Education Code 48900(g))
8. Possessed or used tobacco or any 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 restriction shall not prohibit a student from using or possessing his/her own prescription products (Education Code 48900(h))
9. Committed an obscene act or engaged in habitual profanity or vulgarity (Education Code 48900(i))
10. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code 11014.5. (Education Code 48900(j))
11. 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. (Education Code 48900(k))
12. Knowingly received stolen school property or private property. (Education Code 48900(l))
13. 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. (Education Code 48900(m))
14. Committed or attempted to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code 243.4. (Education Code 48900(n))
15. 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. (Education Code 48900(o))
16. Made terrorist threats against school officials and/or school property. (Education Code 48900.7)

Pursuant to Education Code 48900.7, the making of a terrorist threat includes any written or oral statement 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 \$1,000.00, 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.

A student in grades 4 through 12 is also subject to suspension or recommendation for expulsion when it is determined that he/she:

17. Committed sexual harassment as defined in Education Code 212.5. (Education Code 48900.2)

Pursuant to Education Code 48900.2 the conduct constitutes harassment when considered from the perspective of a reasonable person of the same gender as the victim to be sufficiently severe or pervasive as to have a negative impact upon the victim's academic performance or to create an intimidating, hostile or offensive educational environment.

18. Caused, attempted to cause, threatened to cause, or participated in an act of hate violence as defined in Education Code 233. (Education Code 48900.3)

Education Code 233 defines "hate violence" as any act punishable under Penal Code 422.6, 442.7 or 422.75. Such acts include injuring or intimidating another person, interfering with the exercise of a person's civil rights, or damaging a person's property because of the person's race, color, religion, ancestry, national origin, disability, gender or sexual orientation.

19. Intentionally harassed, threatened or intimidated 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 student rights by creating an intimidating or hostile educational environment. (Education Code 48900.4)

A student may be suspended or expelled for any of the acts listed above if the act is related to school activity or school attendance occurring at any district school under the jurisdiction of the Superintendent or principal or within any other school district, including but not limited to the following circumstances: (Education Code 48900)

1. While on school grounds.
2. While going to or coming from school.
3. During the lunch period, whether on or off the school campus.
4. During, going to, or coming from a school-sponsored activity.

The Superintendent or principal may use his/her discretion to provide alternative to suspension or expulsion for a student subject to discipline under this administrative regulation, including, but not limited to, counseling and an anger management program. (*Education Code 48900(r)*)



Alternatives to suspension or expulsion will be used with students who are truant, tardy, or otherwise absent from assigned school activities.

### **REMOVAL FROM CLASS BY A TEACHER/PARENTAL ATTENDANCE**

A teacher may suspend any student from his/her class for the remainder of the day and the following day for any act listed in "Grounds for Suspension and Expulsion" above. (*Education Code 48910*)

A teacher also may refer a student to the principal or designee for consideration of suspension from school. (*Education Code 48910*)

When removing a student from his/her class, the teacher shall immediately report this action to the principal and send the student to the principal for appropriate action. The student shall be appropriately supervised during the class periods from which he/she has been removed.

As soon as possible, the teacher shall ask the student's parent/guardian to attend a parent-teacher conference regarding the removal. A counselor or psychologist should attend the conference if it is practicable, and a school administrator may attend if either the parent/guardian or teacher so requests.

A student removed from class shall not be returned to class during the period of removal without the approval of the teacher of the class and the principal. (*Education Code 48910*)

A student removed from class shall not be placed in another regular class during the period of removal. However, if a student is assigned to more than one class per day, he/she may be placed in any other regular classes except those held at the same time as the class from which the student was removed. (*Education Code 48910*)

The teacher of any class from which a student is removed may require the student to complete any assignments and tests missed during the removal. (*Education Code 48913*)

Pursuant to Board policy, a teacher may provide that the parent/guardian of a student whom the teacher has removed attend a portion of a school day in his/her child's classroom. When a teacher makes this request, the Director shall send the parent/guardian a written notice that the parent/guardian's attendance is requested pursuant to law. (*Education Code 48900.1*)

This notice shall also:

1. Inform the parent/guardian when his/her presence is expected and by what means he/she may arrange an alternate date.

2. Describe the legal protections afforded to the parent/guardian as an employee under Labor Code 230.7.
3. State that if the parent/guardian does not have a means of transportation to school, he/she may ride the school bus with the student.
4. Ask the parent/guardian to meet with the principal after the visit and before leaving school, as required by Education Code 48900.1.

### **SUSPENSION BY SUPERINTENDENT, PRINCIPAL OR PRINCIPAL'S DESIGNEE**

The Superintendent, principal or principal's designee may suspend a student from a school for not more than five consecutive school days unless the suspension is extended pending expulsion. (Education Code 48911)

The Superintendent or designee shall immediately suspend any student found at school or at a school activity to be: (Education Code 48915)

1. Possessing, as verified by an LEA employee, or selling or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee, with the principal or designee's concurrence.
2. Brandishing a knife, as defined in Education Code 48915(g), at another person.
3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053-11058.
4. Committing or attempting to commit a sexual assault or committing a sexual battery as defined in item #14 under "Grounds for Suspension and Expulsion".
5. Possession of an explosive as defined in 18 USC 921.

Suspension also may be imposed upon a first offense if the Superintendent, principal or designee determines the student violated items #1-5 listed in "Grounds for Suspension and Expulsion" above or if the student's presence causes a danger to persons or property or threatens to disrupt the instructional process. (Education Code 48900.5)

A student may be suspended from school for not more than 20 school days in any school year, unless for purposes of adjustment a student enrolls in or is transferred to another regular school, an opportunity school, or continuation school or class, in which case suspension shall not exceed 30 days in any school year. However, this restriction on the number of days of suspension does not

apply when the suspension is extended pending an expulsion. (Education Code 48903, 48912)

The Superintendent or designee may count suspensions that occur while a student is enrolled in another school district toward the maximum number of days for which a student may be suspended in any school year. (Education Code 48903)

Suspensions shall be initiated according to the following procedures:

1. Informal Conference: Suspension shall be preceded by an informal conference conducted by the principal, designee or the Superintendent with the student and whenever practicable, the teacher, supervisor or school employee who referred the student to the principal. At the conference, the student shall be informed of the reason for the disciplinary action and the evidence against him/her; the student shall be given the opportunity to present his/her version and evidence in support of his/her defense. (Education Code 48911(b))

This conference may be omitted if the principal, designee or the Superintendent determines that an emergency situation exists. An "emergency situation" involves a clear and present danger to the lives, safety or health of students or 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. The conference shall be held within two school days, unless the student waives his/her right to it or is physically unable to attend for any reason. In such case, the conference will be held as soon as the student is physically able to return to school. (Education Code 48911(c))

2. Administrative Actions: All requests for student suspension are to be processed by the principal or designee of the school in which the student is enrolled at the time of the misbehavior. A school employee shall report the suspension, including the name of the student and the cause for the suspension, to the Superintendent or designee.

3. Notice to Parents/Guardians: At the time of the suspension, a school employee 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. (Education Code 48911)

This notice shall state the specific offense committed by the student. (Education Code 48900.8).

In addition, the notice may also state the date and time when the student may return to school. If school officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may add that state law requires the parent/guardian to respond to such requests without delay.



4. Parent/Guardian Conference: Whenever a student is suspended, school officials may meet with the parent/guardian to discuss the causes and duration of the suspension, the school policy involved, and any other pertinent matters. (Education Code 48914)

While the parent/guardian is required to respond without delay to a request for a conference about a student's behavior, no penalties may be imposed on the student for the failure of the parent/guardian to attend such conference. The student may not be denied readmission solely because the parent/guardian failed to attend. (Education Code 48911)

5. Extension of Suspension: If the Board is considering the expulsion of a suspended student from any school or the suspension of a student for the balance of the semester from continuation school, the Superintendent or designee may, in writing, extend the suspension until such time as the Board has made a decision. (Education Code 48911(g))

Any extension of the original period of suspension shall be preceded by notice of such extension with an offer to hold a conference concerning the extension, giving the student an opportunity to be heard. This conference may be held in conjunction with a meeting requested by the student or parent/guardian to challenge the original suspension. Extension of the suspension may be made only if the Superintendent or designee determines, following a meeting in which the student and the student's parent/guardian were invited to participate, that the student's presence at the school or at an alternative school would endanger persons or property or threaten to disrupt the instructional process. (Education Code 48911)

## **SUSPENSION BY THE BOARD**

The Board may suspend a student for any of the acts listed in "Grounds for Suspension and Expulsion" above and within the limits specified in "Suspension by Superintendent, Principal or Principal's Designee" above. (Education Code 48912)

The Board may suspend a student enrolled in a continuation school or class for a period not longer than the remainder of the semester if any of the acts listed in "Grounds for Suspension and Expulsion" occurred. The suspension shall meet the requirements of Education Code 48915. (Education Code 48912.5)

When the Board is considering a suspension, disciplinary action, or any other action (except expulsion) against any student, it shall hold closed sessions if a public hearing would lead to disclosure of information violating a student's right privacy under Education Code 49073-49079.

The Board shall provide the student and his/her parent/guardian with written notice of the closed session by or certified mail. Upon receiving this notice, the student or parent/guardian may request a public meeting, and this request shall be granted if made in writing within 48 hours after receipt of the Board's notice. However, any discussion that conflicts with any other student's right to privacy still shall be held in closed session. (Education Codes 35146, 48912)

### **ON-CAMPUS SUSPENSION PROGRAM**

Students for whom an expulsion action has not been initiated and who pose no imminent danger or threat to the school may be assigned to a separate, supervised suspension classroom for the entire period of suspension. The following conditions shall apply: (Education Code 48911.1)

1. The supervised suspension classroom shall be staffed in accordance with law.
2. The student shall have access to appropriate counseling services.
3. The supervised suspension classroom shall promote completion of schoolwork and tests missed by the student during the suspension.
4. Each student shall be responsible for contacting his/her teacher(s) to receive assignments to be completed in the supervised suspension classroom. The teacher shall provide all assignments and tests that the student will miss while suspended. If no such work is assigned, the person supervising the suspension classroom shall assign schoolwork.

At the time a student is assigned to a supervised suspension classroom, the principal or designee shall notify the student's parent/guardian in person or by telephone. When the assignment is for longer than one class period, this notification shall be made in writing. (Education Code 48911.1)

### **AUTHORITY TO EXPEL**

A student may be expelled only by the Board. The Board shall expel, as required by law, any student found to have committed certain offenses listed below under "Mandatory Recommendation and Mandatory Expulsion."

The Board also may order a student expelled for any of the acts listed under "Grounds for Suspension and Expulsion" upon recommendation by the principal, Superintendent, hearing officer or administrative panel, based on finding either or both of the following: (Education Code 48915 (b) and (e))

1. That other means of correction are not feasible or have repeatedly failed to bring about proper conduct.

2. That due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others.

### **MANDATORY RECOMMENDATION FOR EXPULSION**

Unless the principal, Superintendent or designee finds that expulsion is inappropriate due to particular circumstances, the principal, Superintendent or designee shall recommend a student's expulsion for any of the following acts: (Education Code 48915 (a))

1. Causing serious physical injury to another person, except in self-defense.
2. Possession of any knife as defined in Education Code 48915(g), explosive or other dangerous object of no reasonable use to the student.
3. Unlawful possession of any controlled substance, as listed in the Health and Safety Code 11053-11058, except for the first offense for the possession of not more than one ounce of marijuana, other than concentrated cannabis.
4. Robbery or extortion.
5. Assault or battery, as defined in Penal Code 240 and 242, upon any school employee.

### **MANDATORY RECOMMENDATION AND MANDATORY EXPULSION**

Note: The Attorney General has determined, in 80 Ops.Cal. Atty. Gen. 347 (1997), that a district may not adopt a zero tolerance policy mandating expulsion of a student for a first offense of possession of a controlled substance or alcohol.

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915(c))

1. Possessing, as verified by a district employee, or selling or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee, with the principal or designee's concurrence.
2. Brandishing a knife as defined in Education Code 48915(g) at another person.
3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053-11058

4. Committing or attempting to commit a sexual assault or committing a sexual battery as defined in item #14 under "Grounds for Suspension and Expulsion" above.

5. Possessing an explosive as defined in 18 USC 921.

Upon finding that the student committed any of the above acts, the Board shall expel the student. (Education Code 48915)

The initial recommendation for consideration of expulsion is that of the school principal or the Superintendent. Designees may not make this type of recommendation.

The recommendation for consideration of expulsion shall be submitted to the Director, Office of Student Services, who will review the material and recommend:

1. Reassignment to appropriate regular education program.
2. Refer student to Alternative Program; i.e., Community School, Independent Study, Continuation or Opportunity School, or other district programs.
3. Refer the matter to the Discipline Review Panel for further consideration.

When a case is referred to the discipline Review Panel, the panel shall question school personnel who have information on the incident and the behavior record of the student charged and weigh the evidence presented.

The panel shall, in the case of an expulsion consideration, weigh information presented to determine:

- a. Is the evidence sufficient to support consideration by the expulsion panel?
- b. Has the district, through the schools involved, considered or utilized alternatives to expulsion when possible?
- c. Have due process procedures been adhered to?

The recommendation shall be either to proceed with the expulsion or to utilize an existing practical alternative in lieu of expulsion.

If the district (school) has not adhered to due process requirements, the student shall be returned to school immediately.



If the Discipline Review Panel meets to consider a matter other than an expulsion, it shall provide its best judgment as to an effective alternative program or plan to action.

The recommendation of the Discipline Review Panel shall be forwarded to the Director, Office of Student Services, who shall then review the facts, concur, veto or modify the recommendation.

4. That an expulsion panel be convened.

At the time a recommendation for expulsion is submitted, a hearing shall be scheduled by the Superintendent or designee to determine whether the suspension shall be extended. If the decision is to extend the suspension, the period of time shall be until the Board has rendered a decision or until the expulsion process is otherwise terminated.

The extension of suspension shall be based upon determination by the Superintendent or designee that the presence of the student at the school or in an alternative school placement would cause a danger to persons or property or a threat of disrupting the instructional process. This extension shall be imposed only after the student and the parent/guardian have been given the opportunity to be present at a hearing conducted by the Superintendent or designee. At this time, the student and parent/guardian shall be given the opportunity to be heard and present any information that might bear upon the decision.

Materials which support the decision of the person recommending the expulsion shall be prepared and submitted to the Office of Student Services. The departments of Attendance, Guidance, Special Education and/or Health may be requested to assist in the preparation of this material.

## **STUDENT'S RIGHT TO EXPULSION HEARING**

The student is entitled to a hearing to determine whether the student should be expelled. The hearing shall be held within 30 school days after the principal or Superintendent or designee determines that one of the acts listed under "Grounds for Suspension and Expulsion" has occurred. (Education Code 48918 (a))

The student is entitled to one postponement of an expulsion hearing for a period of not more than 30 calendar days. The request for postponement shall be in writing. Any subsequent postponement may be granted at the Board's discretion. (Education Code 48918(a))

If the Board finds it impractical during the school year to comply with these time requirements for conducting an expulsion hearing, the Superintendent or designee may, for good cause, extend the time period by an additional five

school days. Reasons for the extension shall be included as a part of the record when the expulsion hearing is held. (Education Code 48918(a))

If the Board finds it impractical to comply with the time requirements of the expulsion hearing due to summer recess of Board meetings of more than two weeks, the days during the recess shall not be counted as school days. The days not counted during the recess may not exceed 20 school days as defined in Education Code 48925. Unless the student requests in writing that the expulsion hearing be postponed, the hearing shall be held no later than 20 calendar days prior to the first day of the next school year. (Education Code 48918(a))

Once the hearing starts, all matters shall be pursued with reasonable diligence and concluded without unnecessary delay. (Education Code 48918(a))

### **WAIVER OF HEARING (DEFAULT PROCEEDINGS)**

If the parent/guardian agrees that their son/daughter behaved essentially in the manner stated in the principals letter recommending expulsion and that such behavior constitutes a violation of the California Education Code, Section 48900, 48900.2, 48900.3, 48900.4, 48900.7 and/or 48915 a suspendable/expellable offense, the parent/guardian may request to waive the Administrative Hearing Panel.

When the parent/guardian agrees to waive the Administrative Hearing Panel, they also waive all notification and timelines related to the expulsion hearing process, along with their rights to appeal the determination of the Board.

The signed affidavit and findings of fact will be submitted to the Board for their approval. The Board has the discretionary power to accept, reject, or modify all recommendations.

### **RIGHTS OF COMPLAINING WITNESS**

An expulsion hearing involving allegations of sexual assault or sexual battery may be postponed for one school day in order to accommodate the special physical, mental or emotional needs of a student who is the complaining witness. (Education Code 48918.5)

Whenever the Superintendent or designee recommends an expulsion hearing that addresses allegations of sexual assault or sexual battery, he/she shall give the complaining witness a copy of the district's suspension and expulsion policy and regulation and shall advise the witness of his/her right to all the following: (Education Code 48918.5)

1. Receive five days' notice of his/her scheduled testimony at the hearing.

2. Have up to two adult support persons of his/her choosing present in the hearing at the time he/she testifies.

3. Have a closed hearing during the time he/she testifies.

Whenever any allegation of sexual assault or sexual battery is made, the Superintendent or designee shall immediately advise complaining witnesses and accused students to refrain from personal or telephone contact with each other during the time when an expulsion process is pending. (Education Code 48918.5)

#### Written Notice of the Expulsion Hearing (Education Code 48918(b))

Written notice of the hearing shall be forwarded to the student and the student's parent/guardian at least 10 calendar days before the date of the hearing. The notice shall include: (Education Code 48900.8, 48918 (b))

1. The date and place of the hearing.

2. A statement of the specific facts, charges and offense upon which the proposed expulsion is based.

3. A copy of district disciplinary rules which relate to the alleged violation.

4. Notification of the student's or parent/guardian's obligation, pursuant to Education Code 48915.1, to provide information about the student's status in the district to any other district in which the student seeks enrollment. This obligation applies when a student is expelled for acts other than those described in Education Code 48915 (a) or (c).

5. The opportunity for the student or the student's parent/guardian to appear in person and/or be represented by legal counsel or by a non-attorney advisor.

Legal counsel means an attorney or lawyer who is admitted to the practice of law in California and is an active member of the State Bar of California.

Non-attorney advisor means an individual who is not an attorney or lawyer, but who is familiar with the facts of the case, and has been selected by the student or student's parent/guardian to provide assistance at the hearing.

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.

### **CONDUCT OF EXPULSION HEARING**

1. Closed Session: Notwithstanding the provisions of Government Code 54953 and Education Code 35145, the Board shall conduct a hearing to consider the expulsion of the student in a session closed to the public unless the student requests in writing at least five days prior to the hearing that the hearing be a public meeting. If such request is made, the meeting shall be public, unless another student's privacy rights would be violated.

Whether the expulsion hearing is held in closed or public session, the Board may meet in closed session to determine if the student should be expelled. If the Board admits any other person to the closed session, the parent/guardian, the student, and the counsel of the student, shall also be allowed to attend the closed session. (Education Code 48918(c))

If a hearing that involves a charge of sexual assault or sexual battery is to be conducted in public, a complaining witness shall have the right to have his/her testimony heard in closed session when testifying in public would threaten serious psychological harm to the witness and when there are no alternative procedures to avoid the threatened harm, including but not limited to videotaped deposition or contemporaneous examination in another place communicated to the hearing room by closed-circuit television. (Education Code 48918(c))

2. 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 written and complete transcription of the proceedings can be made. (Education Code 48918(g))

3. Subpoenas: Before commencing a student expulsion hearing, the Board may issue subpoenas, at the request of either the student or the Superintendent or designee, for the personal appearance at the hearing of any person who actually witnessed the action that gave rise to the recommendation for expulsion. After the hearing has commenced, the Board or the hearing officer or administrative panel may issue such subpoenas at the request of the student or the County Superintendent of Schools or designee. All subpoenas shall be issued in accordance with the Code of Civil Procedure 1985-1985.2 and enforced in accordance with Government Code 11455.20, formerly 11525. (Education Code 48918(i))

Any objection raised by the student or the Superintendent or designee to the issuance of subpoenas may be considered by the Board in closed session, or in open session if so requested by the student, before the meeting. The Board's



decision in response to such an objection shall be final and binding. (Education Code 48918(i))

If the Board determines, or if the hearing officer or administrative panel finds and submits to the Board, that a witness would be subject to unreasonable risk of harm by testifying at the hearing, a subpoena shall not be issued to compel the personal attendance of that witness at the hearing. However, that witness may be compelled to testify by means of a sworn declaration as described in item #4 below. (Education Code 48918(i))

4. 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. The decision of the Board to expel must be supported by substantial evidence that the student committed any of the acts listed in "Grounds for Suspension and Expulsion" above.

Findings of fact shall be based solely on the evidence at the hearing. While no evidence shall be based solely on hearsay, sworn declarations may be admitted as testimony from witnesses whose disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm. (Education Code 48918 (f) and (h))

In cases where a search of a student's person or property has occurred, evidence describing the reasonableness of the search shall be included in the hearing record.

5. Testimony by Complaining Witnesses: The following procedures shall be observed when hearings involve allegations of sexual assault or sexual battery by a student: (Education Code 48918)

a. Any complaining witness shall be given five days' notice before being called to testify.

b. Any complaining witness shall be entitled to have up to two adult support persons, including but not limited to a parent/guardian or legal counsel, present during his/her testimony.

c. Before a complaining witness testifies, support persons shall be admonished that the hearing is confidential.

d. The person presiding over the hearing may remove a support person whom he/she finds is disrupting the hearing.

e. If one or both support persons are also witnesses, the hearing shall be conducted according to Penal Code 868.5.

f. Evidence of specific instances of prior sexual conduct of a complaining witness shall be presumed inadmissible and shall not be heard unless the person conducting the hearing determines that extraordinary circumstances require the evidence to be heard. Before such a determination is made, the complaining witness shall be given notice and an opportunity to oppose the introduction of this evidence. In the hearing on the admissibility of this evidence, the complaining witness shall be entitled to be represented by a parent/guardian, legal counsel or other support person. Reputation or opinion evidence regarding the sexual behavior of a complaining witness shall not be admissible for any purpose.

g. In order to facilitate a free and accurate statement of the experiences of the complaining witness and to prevent discouragement of complaints, the district shall provide a non-threatening environment.

(1) The district shall provide a room separate from the hearing room for the use of the complaining witness before and during breaks in testimony.

(2) At the discretion of the person conducting the hearing, the complaining witness shall be allowed reasonable periods of relief from examination and cross-examination during which he/she may leave the hearing room.

(3) The person conducting the hearing may:

(a) Arrange the seating within the hearing room so as to facilitate a less intimidating environment for the complaining witness.

(b) Limit the time for taking the testimony of a complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours.

(c) Permit one of the support persons to accompany the complaining witness to the witness stand.

6. Decision Within 10 Days: The Board's decision on whether to expel a student shall be made within 10 school days after the conclusion of the hearing, unless the student requests in writing that the decision be postponed. (Education Code 48918(a))

7. Decision Within 40 Days: If the Board does not meet on a weekly basis, its decision on whether to expel a student shall be made within 40 school days after the student is removed from his/her school of attendance, unless the student requests in writing that the decision be postponed. (Education Code 48918(a))

#### **ALTERNATIVE EXPULSION HEARING: HEARING OFFICER OR ADMINISTRATIVE PANEL**

Instead of conducting an expulsion hearing itself, the Board may contract with the county hearing officer, or with the Office of Administrative Hearings of the State of California for a hearing officer. Alternatively, the Board may appoint an impartial administrative panel composed of three or more certificated personnel, none of whom shall be members of the Board or on the staff of the school in which the student is enrolled. (Education Code 48918(d))

A hearing conducted by the hearing officer or administrative panel shall conform to the same procedures as apply to a hearing conducted by the Board as specified in "Conduct of Expulsion Hearing."

The hearing officer or administrative panel shall, within three school days after the hearing, determine whether to recommend expulsion of the student to the Board. If expulsion is not recommended, the student shall be immediately reinstated. (See "Reinstatement.") The Superintendent or designee shall place the student in a classroom instructional program, any other instructional program, a rehabilitation program, or any combination of these programs after consulting with district staff, including the student's teachers, and with the student's parent/guardian. (Education Code 48918(e))

If expulsion is recommended, findings of fact in support of the recommendation shall be prepared and submitted to the Board. All findings of fact and recommendations shall be based solely on the evidence presented at the hearing. The Board may accept the recommendation based either upon a review of the findings of fact and recommendations submitted or upon the results of any supplementary hearing the Board may order. (Education Code 48918(f))

In accordance with Board policy, the hearing officer or administrative panel may recommend that the Board suspend the enforcement of the expulsion for a period of one year. (See "Decision Not to Enforce Expulsion Order" below.)

The Board shall make its decision about the student's expulsion within 40 school days after the date of the student's removal from school unless the student requests in writing that the decision be postponed. (Education Code 48918(a))

## **THE DISCIPLINE REVIEW PANEL**

The Discipline Review Panel will consist of elementary educators when a review is being made of an elementary student and of secondary educators when a review is being made of secondary student.

1. The Discipline Review Panel shall hear the following types of disciplinary cases:

a. Requests for expulsion from site principals or the Superintendent.

b. School site administrative requests for assistance (non-expulsion situations).

2. Each discipline review panel shall consist of three certificated persons plus a chairperson and shall consist of elementary educators when a review is being made of an elementary student and of secondary educators when a review is being made of a secondary student. A panelist may not serve on any panel involving a student who is currently attending the school in which he/she is assigned. A representative from Student Services shall be a nonvoting member of each panel.

A chairperson and assistant chairperson, to serve when the chairperson is unable to serve, shall be appointed by the Superintendent or designee and shall serve at his/her pleasure. Neither shall be a member of the Student Services staff.

A pool of panelists shall be established which shall be composed of personnel who have served or are currently serving as members of administrative expulsion panels. The committee chairman shall select members to serve on individual panels.

The meetings of the discipline review panel are open to school district personnel only.

The duties of the Discipline Review Panel are as follows:

1. The chairperson shall call a meeting of the panel as soon as possible, but no later than 10 school days after the receipt of notice of a pending case.

2. A recommendation must be forwarded to the Director, Office of Student Services, within three days of the review hearing.

3. In the event a member of the committee cannot be present at a meeting, the Director, Office of Student Services, will appoint an alternate from the pool to attend.

#### **FINAL ACTION BY THE BOARD**

Whether the expulsion hearing is conducted in closed or public session by the Board, a hearing officer, or an administrative panel, the final action to expel shall be taken by the Board at a public meeting. (Education Code 48918(j))

If the Board conducts the hearing and reaches a decision not to expel, this decision shall be final and the student shall be reinstated immediately.

Upon ordering an expulsion, the Board shall set a date when the student shall be reviewed for readmission to a school within the district. For a student expelled for



an act listed under "Mandatory Recommendation and Mandatory Expulsion" above, this date shall be one year from the date the expulsion occurred, except that the Board may set an earlier date on a case-by-case basis. For a student expelled for other acts, this date shall be no later than the last day of the semester following the semester in which the expulsion occurred. (Education Code 48916)

At the time of the expulsion order, the Board shall recommend a plan for the students rehabilitation, which may include: (Education Code 48916)

1. Periodic review as well as assessment of the student at the time of review for readmission.
2. Recommendations for improved academic performance, tutoring, special education assessments, job training, counseling, employment, community service and other rehabilitative programs.

With parental consent, students who have been expelled for reasons relating to controlled substances or alcohol may be required to enroll in a county-sponsored drug rehabilitation program before returning to school. (Education Code 48916.5)

#### Written Notice to Expel

The Superintendent or designee shall send written notice of the decision to expel the student or parent/guardian. This notice shall include the following:

1. The specific offense committed by the student for any of the causes for suspension or expulsion listed in Education Code 48900 (a)-(o), Education Code 48900.2-48900.4, Education Code 48915 (c) and (Education Code 48900.8).
2. The fact that a description of readmission procedures will be made available to the student and his/her parent/guardian. (Education Code 48916)
3. Notice of the right to appeal the expulsion to the County Governing Board. (Education Code 48918)
4. Notice of the alternative educational placements to be provided to the student during the time of expulsion. (Education Code 48918)
5. 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 the expelling district, pursuant to Education Code 48915.1 (Education Code 48918).

#### DECISION NOT TO ENFORCE EXPULSION ORDER

In accordance with Board policy, when deciding whether to suspend the enforcement of an expulsion, the Board shall take into account the following criteria:

1. The student's pattern of behavior.
2. The seriousness of the misconduct.
3. The student's attitude toward the misconduct and his/her willingness to follow a rehabilitation program.

The suspension of the enforcement of an expulsion shall be governed by the following: (Education Code 48917)

1. The Board may, as a condition of the suspension of enforcement, assign the student to a school, class or program appropriate for the student's rehabilitation. This rehabilitation program may provide for the involvement of the student's parent/guardian in the student's education. However, a parent/guardian's refusal to participate in the rehabilitation program shall not be considered in the Board's determination as to whether the student has satisfactorily completed the rehabilitation program.
2. During the period when enforcement of the expulsion order is suspended, the student shall be on probationary status.
3. The suspension of the enforcement of an expulsion order may be revoked by the Board if the student commits any of the acts listed under "Grounds for Suspension and Expulsion" above or violates any of the district's rules and regulations governing student conduct.
4. When the suspension of the enforcement of an expulsion order is revoked, a student may be expelled under the terms of the original expulsion order.
5. Upon satisfactory completion of the rehabilitation assignment, the Board shall reinstate the student in a district school. Upon reinstatement, the Board may order the expunging of any or all records of the expulsion proceedings.
6. Suspension of the enforcement of an expulsion order shall not affect the time period and requirements for the filing of an appeal of the expulsion order with County Board of Education.
7. The Superintendent or designee shall send written notice of any decision to suspend the enforcement of an expulsion order during a period of probation to the student or parent/guardian. The notice shall also inform the parent/guardian of the right to appeal the expulsion to the County Board of Education. (Education Code 48918 (j))

## **RIGHT TO APPEAL**

The student or parent/guardian is entitled to file an appeal of the Board's decision to the County Board of Education. The appeal must be filed within 30 days of the Board's decision to expel, even if the expulsion action is suspended and the student is placed on probation. (Education Code 48919)

## **POST-EXPULSION PLACEMENTS**

The Board shall refer expelled students to a program of study that is: (Education Code 48915, 48915.01)

1. Appropriately prepared to accommodate students who exhibit discipline problems.
2. Not provided at a comprehensive middle, junior or senior high school or at any elementary school, unless the program is offered at a community day school established at such a site.
3. Not housed at the school site attended by the student at the time of suspension.

When the placement described above is not available, and when the County Superintendent of Schools so certifies, students expelled for acts described in items #6 through #13 and #17 through #19 under "Grounds for Suspension and Expulsion" may be instead referred to a program of study that is provided at another comprehensive middle, junior, or senior high school, or at an elementary school. (Education Code 48915)

The program for a student expelled from any of grades K-6 shall not be combined or merged with programs offered to students in any of grades 7-12. (Education Code 48916.1)

## **READMISSION AFTER EXPULSION**

Readmission procedures shall be as follows:

1. On the date set by the Board when it ordered the expulsion, the district shall consider readmission of the student. (Education Code 48916)
2. The Superintendent or designee shall hold a conference with the parent/guardian and the student. At the conference the student's rehabilitation plan shall be reviewed and the Superintendent or designee shall verify that the provisions of this plan have been met. School regulations shall be reviewed and the student and parent/guardian shall be asked to indicate in writing their willingness to comply with these regulations.

3. The Superintendent or designee shall transmit to the Board his/her recommendation regarding readmission. The Board shall consider this recommendation in closed session if information would be disclosed in violation of Education Code 49073-49079. If a written request for open session is received from the parent/guardian or adult student, it shall be honored.
4. If the readmission is granted, the Superintendent or designee shall notify the student and parent/guardian, by registered mail, of the Board's decision regarding readmission.
5. The Board may deny readmission only if it finds that the student has not satisfied the conditions of the rehabilitation plan or that the student continues to pose a danger to campus safety or to other district students or employees. (Education Code 48916)
6. If the Board denies the readmission of a student, the Board shall determine either to continue the student's placement in the alternative educational program initially selected or to place the student in another program that serves expelled students, including placement in a county community school. (Education Code 48916)
7. The Board shall provide written notice to the expelled student and parent/guardian describing the reasons for denying re-admittance into the regular program. This notice shall indicate the Board's determination of the educational program which the Board has chosen. The student shall enroll in that program unless the parent/guardian chooses to enroll the student in another school district. (Education Code 48916)

### **MAINTENANCE OF RECORDS**

The Board shall maintain a record of each expulsion, including the specific cause of the expulsion. The expulsion record shall be maintained in the student's mandatory interim record and sent to any school in which the student subsequently enrolls, within five days of a written request by the admitting school. (Education Code 48900.8, 48918(k))

The Superintendent or designee shall, within five working days, honor any other district's request for information about an expulsion from this district. (Education Code 48915.1)

### **NOTIFICATIONS TO LAW ENFORCEMENT AUTHORITIES**

Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student



acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance or possession of weapons or firearms in violation of Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering or sale of controlled substances, alcohol, or intoxicants of any kind. (Education Code 48902)

### **OUTCOME DATA**

The Superintendent or designee shall maintain the following data and report such data annually to the California Department of Education, using forms supplied by the California Department of Education: (Education Code 48900.8, 48916.1)

1. The number of students recommended for expulsion.
2. The grounds for each recommended expulsion.
3. Whether the student was subsequently expelled.
4. Whether the expulsion order was suspended.
5. The type of referral made after the expulsion.
6. The disposition of the student after the end of the expulsion period.

## **PROCEDURES FOR NOTIFYING TEACHERS ABOUT DANGEROUS PUPILS**

To notify teachers of suspensions as they occur during the school year, the following process is used:

1. Teachers are provided with a copy of the student suspension form.
2. Teachers are advised about the confidential nature of the data.

When students are administratively transferred from one school to another for disciplinary reasons, teachers (to whom the student is assigned) at the new school are notified by the school administration and provided with written information about reasons for the student's transfer and a copy of the student's behavior contract. Copies of the written notice are maintained in the school office.

When the district receives information from the juvenile court system that a student has been convicted of the serious or violent crime requiring teacher notification, the principal and the teachers are provided with written notice from the district Student Services Department. Copies of this notice are maintained in the school office and the district Student Services' Office.

## **STUDENT SEXUAL AND GENDER-BASED HARASSMENT POLICY**

### **I. STATEMENT OF PURPOSE**

It is the policy of the Governing Board of the Santa Cruz County Office of Education to provide all students an educational environment that is free of sexual or gender-based harassment.

This policy is intended to supplement, and not replace, any applicable local, state, or federal laws and regulations.

### **II. DEFINITIONS**

#### **A. Sexual Harassment**

This policy adopts the pertinent definition of sexual harassment in Education Code Section 212.5:

“Sexual harassment is unwelcome sexual conduct including advances, requests for sexual favors, and other verbal, visual, or physical conduct of a sexual nature, made by someone from or in the work or educational setting.”

#### **B. Gender-Based Harassment**

Gender-based harassment may include acts of verbal, non-verbal, Physical aggression, intimidation or hostility based on sex or gender identification, although they may not necessarily be sexual in nature.

#### **C. Harassment**

Sexual and/or gender-based harassment is conduct that denies or limits a student’s ability to participate in or benefit from the District’s school programs under any of the following conditions:

1. The conduct has the purpose or effect of having a negative impact upon the student’s academic performance, or of creating an intimidating, hostile, or offensive educational environment.

2. Submission to the conduct is explicitly or implicitly made a term or condition of a student's academic status or progress.
3. Submission to, or rejection of the conduct by the student, is used as the basis of academic decisions affecting the student.
4. Submission to, or rejection of the conduct by the student, is used as the basis for any decision affecting the student regarding benefits and services, honors, programs or activities available at or through the educational institution.

D. Patterns of Conduct; Hostile Environment

Sexual or gender-based harassment may occur as single incidents or in the form of a pattern of speech or actions ranging from subtle verbal or physical annoyances or distractions to deliberate intimidations as frank threats or sexual demands.

A hostile environment based on sex or gender has been created when the conduct of harassment is sufficiently persistent or serious as to interfere with or limit a student's ability to attend or otherwise participate in any school program.

**III. EXAMPLES**

A. Sexual Harassment

Examples of conduct which may constitute sexual harassment include, but are not limited to:

1. Suggestive or obscene letters, notes, invitations, derogatory comments, slurs, jokes, epithets, assault, touching, impeding or blocking movements, leering, gestures or display of sexually suggestive objects, images or texts, whether conducted in person or through an electronic means.
2. Among peers, continuing to show sexual interest after being informed that the interest is unwelcome (reciprocal attraction among peers, is not considered sexual or gender-based harassment.)
3. Within the educational environment, implying or actually withholding grades earned or deserved; suggesting a scholarship recommendation or college application will be supported on a condition of receiving sexual favors.
4. Within the educational environment, engaging in sexual behavior to control, influence, or affect the educational opportunities, grades, and /or learning environment of a student.

5. Offering favors, education, or employment benefits such as grades or promotions, favorable performance evaluations, favorable assignments, favorable duties or shifts, recommendations, reclassifications, etc., in exchange for sexual favors.

B. Gender-Based Harassment

Examples of conduct which may constitute gender-based harassment include, but are not limited to:

1. Slurs, threats, derogatory comments, unwelcome jokes, or degrading descriptions related to or because of a student's gender or gender identification.
2. Harassment of a student for exhibiting what is perceived as a stereotypical characteristic for her his, or their sex, or conversely for non-conformity with stereotypical notions of masculinity and femininity.
3. Harassment of a student because of his, her, or their non-traditional choice of extracurricular activities, apparel, or personal grooming choices.
4. Disparaging remarks about a student based on the sex or gender identification of the student's friends or social networks.

**IV. VIOLATIONS OF THIS POLICY**

It is a violation of this policy by any employee, agent, student or any party with which the Santa Cruz County Office of Education has a cooperative agreement, to engage in sexual or gender-based harassment or to create, promote, or participate in a hostile environment based on sex or gender.

With respect to any allegation of sexual or gender-based harassment, it is further a violation of this policy to cause delay in investigation or enforcement, to conceal or obscure relevant information, to promulgate false or unverified information, to attempt to influence parties or witnesses to the alleged conduct, or in any other manner to interfere with the thorough and proper resolution of the allegation.

This policy is intended to supplement, and not replace, any applicable local, state, or federal laws and regulations. Complaints regarding a violation of this policy shall be processed in accordance with the applicable policies of the Santa Cruz County Office of Education.

**V. REMEDIAL AND CORRECTIVE ACTION**

Where sexual or gender-based harassment is found to have occurred, the Santa Cruz County Office of Education will take appropriate remedial and/or corrective action(s), which may include consideration of the following:

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Student Sexual and Gender-Based Harassment Policy

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- A. Providing counseling for targeted student(s) subjected to harassment.
- B. Providing counseling for person(s) found to have engaged in harassment.
- C. Limiting the interactions between the targeted student(s) and the harassing person(s).
- D. Any remedial measures necessary to respond to the impact of the harassing conduct on witnesses or bystanders.
- E. Any other school-wide actions, such as education and training, that may be appropriate to respond to the harassing conduct and prevent a recurrence.
- F. Removal of the offending party from any or all programs.

#### **VI. TRAINING AND CURRICULUM**

To implement this policy, the Santa Cruz County Office of Education will provide appropriate training programs for staff and students.

#### **VII. NOTIFICATION**

To ensure adequate notification of the policy, the Santa Cruz County Office of Education will employ means including permanent posters in public areas, offices and in hallways of all facilities, and publication in Santa Cruz County Office of Education materials for employees.

## **NONDISCRIMINATION IN SANTA CRUZ COUNTY OFFICE OF EDUCATION PROGRAMS AND ACTIVITIES**

The County Board of Education (CBE) is committed to providing equal opportunity for all individuals in education. Santa Cruz County Office of Education (SCCOE) programs, activities, and practices shall be free from unlawful discrimination, including discrimination against an individual or group based on race, color, ancestry, nationality, national origin, ethnic group identification, age, religion, marital, pregnancy, or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics. SCCOE programs and activities shall also be free of any racially derogatory or discriminatory school or athletic team names, mascots, or nicknames.

Annually, the Superintendent or designee shall review SCCOE programs and activities to ensure the removal of any derogatory or discriminatory name, image, practice, or other barrier that may unlawfully prevent an individual or group in any of the protected categories stated above from accessing SCCOE programs and activities. He/she shall take prompt, reasonable actions to remove any identified barrier. The Superintendent or designee shall report his/her findings and recommendations to the CBE after each review.

All allegations of unlawful discrimination in SCCOE programs and activities shall be investigated and resolved in accordance with the procedures specified in AR 1312.3 - Uniform Complaint Procedures.

Pursuant to 34 CFR 104.8 and 34 CFR 106.9, the Superintendent or designee shall notify students, parents/guardians, employees, employee organizations, applicants for admission and employment, and sources of referral for applicants about the SCCOE's policy on nondiscrimination and related complaint procedures. Such notification shall be included in each announcement, bulletin, catalog, handbook, application form, or other materials distributed to these groups and, as applicable, to the public. As appropriate, such notification shall be posted in SCCOE schools and offices, including staff lounges, student government meeting rooms, and other prominent locations and shall be posted on the SCCOE's web site and, when available, SCCOE-supported social media.

The SCCOE's nondiscrimination policy and related informational materials shall be published in a format that parents/guardians can understand. In addition, when 15 percent or more of a school's students speak a single primary language other than English, those materials shall be translated into that other language.

### **Access for Individuals with Disabilities**

SCCOE programs and facilities, viewed in their entirety, shall be in compliance with the Americans with Disabilities Act (ADA) and any implementing standards and/or regulations. When structural changes to existing district facilities are needed to provide individuals with disabilities access to programs, services, activities, or facilities, the Superintendent or designee shall develop a transition plan that sets forth the steps for completing the changes.

The Superintendent or designee shall ensure that the SCCOE provides appropriate auxiliary aids and services when necessary to afford individuals with disabilities equal opportunity to participate in or enjoy the benefits of a service, program, or activity. These aids and services may include, but are not limited to, qualified interpreters or readers, assistive listening devices, assistive technologies or other modifications to increase accessibility to SCCOE and school web sites, note takers, written materials, taped text, and Braille or large print materials. Individuals with disabilities shall notify the Superintendent or director if they have a disability that requires special assistance or services. Reasonable notification should be given prior to a school-sponsored function, program, or meeting.

The individual identified in AR 1312.3 - Uniform Complaint Procedures as the employee responsible for coordinating the SCCOE's response to complaints and for complying with state and federal civil rights laws is hereby designated as the district's ADA coordinator. He/she shall receive and address requests for accommodation submitted by individuals with disabilities, and shall investigate and resolve complaints regarding their access to SCCOE programs, services, activities, or facilities.

Senior Director, Human Resources  
400 Encinal Street, Santa Cruz CA 95003  
831-466-5751

### **Legal Reference:**

#### **EDUCATION CODE**

200-262.4 Prohibition of discrimination  
48985 Notices to parents in language other than English  
51007 Legislative intent: state policy

#### **GOVERNMENT CODE**

11000 Definitions  
11135 Nondiscrimination in programs or activities funded by state  
11138 Rules and regulations  
12900-12996 Fair Employment and Housing Act  
54953.2 Brown Act compliance with Americans with Disabilities Act

#### **PENAL CODE**

422.55 Definition of hate crime  
422.6 Interference with constitutional right or privilege



## **CODE OF REGULATIONS, TITLE 5**

4600-4687 Uniform complaint procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

## **UNITED STATES CODE, TITLE 20**

1400-1482 Individuals with Disabilities in Education Act

1681-1688 Discrimination based on sex or blindness, Title IX

2301-2415 Carl D. Perkins Vocational and Applied Technology Act

6311 State plans

6312 Local education agency plans

## **UNITED STATES CODE, TITLE 29**

794 Section 504 of the Rehabilitation Act of 1973

## **UNITED STATES CODE, TITLE 42**

2000d-2000d-7 Title VI, Civil Rights Act of 1964

2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended

2000h-2000h-6 Title IX

12101-12213 Americans with Disabilities Act

## **CODE OF FEDERAL REGULATIONS, TITLE 28**

35.101-35.190 Americans with Disabilities Act

36.303 Auxiliary aids and services

## **CODE OF FEDERAL REGULATIONS, TITLE 34**

100.1-100.13 Nondiscrimination in federal programs, effectuating Title VI

104.1-104.39 Section 504 of the Rehabilitation Act of 1973

106.1-106.61 Discrimination on the basis of sex, effectuating Title IX, especially:

106.9 Dissemination of policy

## **Management Resources:**

## **CSBA PUBLICATIONS**

Updated Legal Guidance: Protecting Transgender and Gender Nonconforming Students Against Sex Discrimination, July 2016

Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014

Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011

## **CALIFORNIA DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING PUBLICATIONS**

California Law Prohibits Workplace Discrimination and Harassment

## **U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS**

Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016

Dear Colleague Letter: Title IX Coordinators, April 2015

Dear Colleague Letter: Harassment and Bullying, October 2010

Dear Colleague Letter: Electronic Book Readers, June 29, 2010

Notice of Non-Discrimination, January 1999

Protecting Students from Harassment and Hate Crime, January 1999

Nondiscrimination in Employment Practices in Education, August 1991

## **U.S. DEPARTMENT OF JUSTICE PUBLICATIONS**

2010 ADA Standards for Accessible Design, September 2010

Accessibility of State and Local Government Websites to People with Disabilities, June 2003

## **WORLD WIDE WEB CONSORTIUM PUBLICATIONS**

Web Content Accessibility Guidelines, December 2008

## **WEB SITES**

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>

Safe Schools Coalition: <http://www.casafeschools.org>

Pacific ADA Center: <http://www.adapacific.org>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

U.S. Department of Justice, Civil Rights Division, Americans with Disabilities Act:  
<http://www.ada.gov>

U.S. Equal Employment Opportunity Commission: <http://www.eeoc.gov>

World Wide Web Consortium, Web Accessibility Initiative: <http://www.w3.org/wai>

Originally Adopted: May 17, 2018

**SANTA CRUZ COUNTY OFFICE OF EDUCATION  
BOARD POLICY MANUAL**

**Section 5000: Students**

**BOARD POLICY**

**BP - 5131.2**

**STUDENT DRESS CODE**

The County Board of Education believes that appropriate dress and grooming contribute to a productive learning environment. Students are expected to give proper attention to personal grooming and to wear clothes that are suitable for the school activities in which they participate. Students' clothing must not present a health or safety hazard or a distraction that would interfere with the educational process.

The Santa Cruz County Board of Education believes that 'gang-related' apparel is hazardous to the health and safety of the school environment.

The Santa Cruz County Board of Education authorizes its student programs to adopt dress codes appropriate to individual classes within the programs. Dress codes are to be predicated upon the effort to promote the safety of students, facilitate and maintain an effective learning environment, and enhance respectful behavior and school ownership. Individual schools may incorporate a reasonable dress code into the school site safety plan (E.C. 32281).

The Santa Cruz County Board of Education further believes the adoption of a school uniform in some instances may provide some protection for students and authorizes each school site to adopt student uniform codes in an effort to ensure the safety of students, facilitate and maintain effective learning environments, and enhance school spirit and ownership.

Staff, as directed by the County Superintendent or his/her designee, shall adopt regulations to implement this policy.

**References:**

Education Code: 32282(a)(2)(F); 35183

Legal Authority: Title VI, Title IX, OCR Guidelines 35160, 35183, 35291.1; [(stats. 1997, c 736 (SB 187)] Court Decisions: Marvin H. Jeglin et al v. San Jacinto Unified School District (C.d. Cal. 1993) 827 F. supp. 1459; Arcadia Unified School District v. CDE (1992) 2 Cal. 4<sup>th</sup> 251 Hartzell v Connell (1984) 35 Cal. 3d 899

Adopted: 11/17/05

**SANTA CRUZ COUNTY OFFICE OF EDUCATION  
BOARD POLICY MANUAL**

**Section 5000: Students**

**ADMINISTRATIVE REGULATION**

**AR 5131.2**

**STUDENT DRESS CODE**

**GANG-RELATED APPAREL**

At individual schools/classes that have a dress code prohibiting gang-related apparel at school or school activities, the site administration, staff and parents/guardians participating in the development of the school safety plan shall define "gang-related apparel" and shall limit this definition to apparel that reasonably could be determined to threaten the health and safety of the school environment if it were worn or displayed on a school campus.

Because gang-related symbols are constantly changing, definitions of gang-related apparel shall be reviewed at least once each semester and updated whenever new information is received.

On those campuses where gang activity is deemed to be significant, the school may incorporate a policy for wearing uniforms into the school safety plan in order to maintain the safety and integrity of the school.

**I. DRESS**

All classes adopting dress codes shall incorporate the following:

- A. Involve parents, school staff, law enforcement, community members and students, where age-appropriate, in determining what articles of clothing will be included in the dress code.
- B. Provide notice to parents and students, included in the Annual Notice and at other times as required, of the following:
  - 1. Dress code requirements
  - 2. Economic assistance if and when available
  - 3. Names and numbers of County Office of Education employees to contact regarding dress codes

**STUDENT DRESS CODE**

- C. Protect students' rights of expression using the substantial interference with education standard.
- D. Establish a progressive discipline structure for violations of the dress code.
- E. Provide notice of complaint procedures.
- F. If a school/class is located on a host school site, students will also comply with the dress code of the host school.
- G. Sun-protective clothing , including but limited to hats, shall be allowed for outdoor use during the school day. Each school site may establish rules as to the type of sun-protective clothing that will be allowed.

**II. UNIFORMS**

The Santa Cruz County Superintendent of Schools further believes the adoption of a school uniform in some instances may provide some protection for students and authorizes each school program to adopt student uniform regulations in an effort to ensure the safety of students, facilitate and maintain effective learning environments, and enhance school spirit and ownership.

All schools adopting uniform codes shall incorporate the following:

- A. Involve parents, school staff, law enforcement, community members and students, where age-appropriate, in determining what articles of clothing will be included.
- B. Provide notice to parents and students, included in the Annual Notice and at other times as required with as much notice as possible, of the following:
  - 1. Uniform requirements
  - 2. Economic assistance if and when available
  - 3. Names and numbers of County Office of Education employees to Contact regarding uniform codes
- C. Establish op-out provision requiring written parental authorization. No student will be penalized academically or otherwise discriminated against nor denied attendance to school if the pupil's parents choose not to have the pupil comply with the school uniform policy. The Santa Cruz County Office of Education will continue to have responsibility for the appropriate education of those pupils.

### STUDENT DRESS CODE

- D. Give notice to students and parents of the consequences of non-compliance including disciplinary measures
- E. Protect students' rights of expression using the substantial interference with Education standards.
  - 1. Students are allowed to wear, for example, buttons, pins, badges or religious articles provided these articles do not cover or replace uniform articles.
  - 2. This regulation will not preclude pupils that participate in a nationally recognized youth organization from wearing organization uniforms on days that the organization has a scheduled meeting or day of recognition.

Education Code: 32282(a)(2)(F); 35183  
Legal Authority: Title VI, Title IX, OCR Guidelines 35160, 35183, 35291.1; [(stats. 1997, c 736 (SB 187)] Court Decisions: Marvin H. Jeglin et al v. San Jacinto Unified School District (C.d. Cal. 1993) 827 F. supp. 1459; Arcadia Unified School District v. CDE (1992) 2 Cal. 4<sup>th</sup> 251 Hartzell v Connell (1984) 35 Cal. 3d 899

Adopted: 11/17/05

**DISCIPLINE**

The County Board of Education desires to provide a safe, supportive, and positive school environment conducive to student learning and to prepare students for responsible citizenship by fostering self-discipline and personal responsibility. The County Board believes that high expectations for student behavior, use of effective school and classroom management strategies, and parent involvement can minimize the need for discipline.

The County Superintendent of Schools or designee shall approve for each school, a complement of effective, age-appropriate strategies for correcting student behavior. Such strategies may include, but are not limited to, conferences with students and their parents/guardians; use of study, guidance, or other intervention-related teams; enrollment in a program teaching pro-social behavior or anger management; and participation in a restorative justice program. Staff shall use preventative measures and positive conflict resolution techniques whenever possible. Disciplinary measures that may result in loss of instructional time or cause students to be disengaged from school, such as suspension and expulsion, shall be imposed only when required by law and when other means of correction have failed. (Education Code 48900.5)

County Board policies and administrative regulations shall outline acceptable student conduct and provide the basis for sound disciplinary practices.

The administrative staff at each school may develop disciplinary rules to meet the school's particular needs. However, the rules shall be consistent with law, County Board policy, and administrative regulations. The County Board may review, at an open meeting, the approved school discipline rules for consistency with County Board policy and state law. (Education Code 35291.5)

At all times, the safety of students and staff and maintenance of an orderly school environment shall be priorities in determining appropriate discipline. When misconduct occurs, staff shall attempt to identify the causes of the student's behavior and implement appropriate discipline. When choosing between different disciplinary strategies, staff shall consider the effect of each option on the student's health and opportunity to learn.

Staff shall enforce disciplinary rules fairly, consistently, and in accordance with the Santa Cruz County Office of Education's nondiscrimination policies.

The County Superintendent or designee shall provide professional development as necessary to assist staff in developing consistent classroom management skills,

implementing effective disciplinary techniques, and establishing cooperative relationships with parents/guardians.

The County Superintendent or designee may report to the County Board regarding disciplinary strategies used in each school in the immediately preceding school and their effect on student learning.

### **Corporal Punishment**

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of, or willfully causing the infliction of, physical pain on a student. (Education Code 49901)

However, corporal punishment does not include any pain or discomfort suffered by a student as a result of his/her voluntary participation in an athletic or other recreational competition or activity. In addition, an employee's use of force that is reasonable and necessary to protect himself/herself, students, staff, or other persons, to prevent damage to property, or to obtain possession of weapons or other dangerous objects within the control of the student is not corporal punishment (Education Code 49901)

*Adopted: 10/16/2014*



**UNIFORM COMPLAINT PROCEDURE****I. COMPLIANCE OFFICERS**

The Santa Cruz County Office of Education (SCCOE) follows a Uniform Complaint Procedure established in Board Policy 1312.3. Complaints should be directed to the County Office's Compliance Officer:

Troy Cope  
Director, Human Resources  
400 Encinal Street  
Santa Cruz, CA 95060  
(831) 466-5751

The Deputy Superintendent, Student and Personnel Services, shall ensure that employees designated to investigate complaints are knowledgeable about the laws and programs for which they are responsible. Such employees may have access to legal counsel as determined by the Superintendent or designee.

**II. NOTIFICATION**

The County Superintendent or designee shall meet the notification requirement of the California Code of Regulations, Title 5, Section 4622, including the annual dissemination of SCCOE complaint procedures and information about available appeals, civil law remedies and conditions under which a complaint may be taken directly to the California Department of Education.

Parents or guardians, students, employees, district/site advisory committees, appropriate private school officials or representatives, and or other concerned parties will be notified of SCCOE's Uniform Complaint Procedures annually. The County Superintendent or designee shall make available copies of the Uniform Complaint Procedures free of charge.

**III. PROCEDURES**

The following procedures shall be used to address all complaints that allege that the county office has violated federal and or state laws or regulations governing educational programs. The compliance officer shall maintain a record of each complaint as required for compliance with California Code of Regulations, Title 5, Section 4621.

All parties involved in allegations shall be notified when a complaint is filed, when a complaint meeting or hearing is scheduled, and when a decision or ruling is made.

A. Step 1: Filing of Complaint

Any individual, public agency or organization may file a written complaint of alleged noncompliance by the county office.

Complaints alleging unlawful discrimination may be filed by a person who alleges that he/she personally suffered unlawful discrimination or by a person who believes that an individual or any specific class of individuals has been subjected to unlawful discrimination. The complaint must be initiated no later than six months from the date when the alleged discrimination occurred or when the complainant first obtained knowledge of the facts of the alleged discrimination. [T5 CCR 4630]

The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and a date stamp. If a complainant is unable to put a complaint in writing due to conditions such as illiteracy or other disabilities, county office staff shall help him/her to file the complaint. [T5 CCR 4600]

B. Step 2: Mediation

The County Board recognizes that a neutral mediator can often suggest a compromise that is agreeable to all parties in a dispute. In accordance with uniform complaint procedures, whenever all parties to a complaint agree to try resolving their problem through mediation, the Superintendent or designee shall initiate mediation. The Superintendent or designee shall ensure that mediation results are consistent with state and federal laws and regulations.

Within three days of receiving the complaint, the compliance officer may informally discuss with the complainant the possibility of using mediation. If the complainant agrees to mediation, the compliance officer shall make all arrangements for this process.

Before initiating the mediation of a discrimination complaint, the compliance officer shall ensure that all parties agree to make the mediator a party to related confidential information. If the mediation process does not resolve the problem within the parameters of law, the compliance officer shall proceed with his/her investigation of the complaint.

The use of mediation shall not extend the county office's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time. [T5 CCR 4631]

C. Step 3: Investigation of Complaint

The compliance officer shall make all reasonable efforts to hold an investigative meeting within ten days of receiving the complaint or an unsuccessful attempt to mediate the complaint. This meeting shall provide an opportunity for the complainant and/or his/her representative to repeat the complaint orally.

The complainant and/or his/her representative and the county office's representatives shall have an opportunity to present information relevant to the complaint. Parties to the dispute may discuss the complaint and question each other or each other's witnesses. [T5 CCR 4631]

Refusal by the complainant to provide the investigator with documents or other evidence related to the allegations in the complaint, or to otherwise fail or refuse to cooperate in the investigation or engage in any other obstructions of the investigation, may result in the dismissal of the complaint because of lack of evidence to support the allegations. [T5CCR 4631]

Refusal by the county office to provide the investigator with access to records and/or other information related to the allegation in the complaint, or to otherwise fail to refuse or cooperate in the investigation or engage in any other obstruction of the investigation, may result in a finding based on evidence collected that a violation has occurred and may result in the imposition of a remedy in favor of the complainant. [T5CCR 4631]

D. Step 4: Response

Within 60 days of receiving the complaint, the compliance officer shall prepare and send to the complainant a written report of the county office's investigation and decision, as described in Step #5 below unless the complainant agrees in writing to an extension of time. [T5 CCR 4631]

E. Step 5: Final Written Decision

The report of the county office's decision shall be in writing and sent to the complainant. [T5 CCR 4631]

The report of the county office's decision shall be written in English and in the language of the complainant whenever feasible or required by law. If it is not feasible to write this report in the complainant's primary language, the county office shall arrange a meeting at which a community member of the complainants choosing will interpret it for the complainant.

The report will contain the following elements [T5CCR 4631]:

1. The findings of fact based on the evidence gathered.

2. Conclusion of law.
3. Disposition of the complaint.
4. The rationale for such a disposition.
5. Corrective actions, if any are warranted.
6. Notice of the complainant's right to appeal the county office's decision within fifteen (15) days to the CDE and procedures to be followed for initiating such an appeal.

In addition, any decision concerning a discrimination, harassment, intimidation, or bullying complaint based on state law shall include a notice that the complainant must wait until sixty (60) calendar days have elapsed from the filing of an appeal with the CDE before pursuing civil law remedies (Education Code 262.3).

If an employee or student is disciplined as a result of the complaint, the decision shall simply state that effective action was taken and that the employee or student was informed of county office expectations.

The report shall not give any further information as to the nature of the disciplinary action. If a complaint alleging noncompliance with the laws regarding student fees, deposits, and other charges is found to have merit, the county office shall provide a remedy to all affected students and parents/guardians, which, where applicable, shall include reasonable efforts to ensure full reimbursement to them (Education Code 49013).

#### **IV. APPEALS TO THE CALIFORNIA DEPARTMENT OF EDUCATION (CDE)**

If dissatisfied with the county office's decision, the complainant may appeal in writing to the CDE within fifteen (15) days of receiving the county office's decision. When appealing to the CDE, the complainant shall specify the basis for the appeal of the decision and whether the facts are incorrect and/or the law has been misapplied. The appeal shall be accompanied by a copy of the locally filed complaint and a copy of the county office's decision (Title 5, California Code of Regulations, Section 4632).

Upon notification by the CDE that the complainant has appealed the county office's decision, the Superintendent or designee shall forward the following documents to the CDE (Title 5, California Code of Regulations, Section 4633):

- A. A copy of the original complaint.
- B. A copy of the decision.
- C. A summary of the nature and extent of the investigation conducted by the county office, if not covered by the decision.

- D. A copy of the investigation file, including but not limited to, all notes, interviews, and documents submitted by the parties and gathered by the investigator.
- E. A report of any action taken to resolve the complaint.
- F. A copy of the county office's complaint procedures.
- G. Other relevant information requested by the CDE.

The CDE may directly intervene in the complaint without waiting for action by the county office when one of the conditions listed in Title 5, California Code of Regulations, Section 4650 exists; including cases in which the county office has not taken action within sixty (60) days of the date the complaint was filed with the county office.

## **V. CIVIL LAW REMEDIES**

A complainant may pursue available civil law remedies outside of the county office's complaint procedures.

Complainants may seek assistance from mediation centers or public/private interest attorneys. Civil law remedies that may be imposed by a court include, but are not limited to, injunctions and restraining orders.

For discrimination complaints however, a complainant must wait until 60 days have elapsed from the filing of an appeal with the California Department of Education before pursuing civil law remedies. The moratorium does not apply to injunctive relief and is applicable only if the county office has appropriately, and in a timely manner, apprised the complainant of his/her right to file a complaint in accordance with Title 5 California Code of Regulations 4622.

To obtain further information and forms regarding Uniform Complaint Procedures, please contact:

Compliance Officer: Troy Cope, Director, Human Resources  
Santa Cruz County Office of Education  
400 Encinal Street  
Santa Cruz, CA 95060  
(831) 466-5751



## SANTA CRUZ COUNTYWIDE EMERGENCY RESPONSE GUIDE SANTA CRUZ COUNTY OFFICE OF EDUCATION

### Emergency Phone Numbers

v14

Fire Department	<b>911</b>
Law Enforcement	<b>911</b>
Child Protective Services	<b>(831) 454-2273</b>
Superintendent's Office	<b>(831) 466-5900</b>

This guide has been reviewed and approved by all Law Enforcement and Fire Departments in Santa Cruz County

***If Shelter-in-Place is required, immediately call Administration and supply details.***

**RESPONSE: Staff**

- Move students to safe locations within buildings away from outside walls and windows
- Take attendance
- Report missing, extra, or injured students, staff or visitors to administration
- Do not let anyone leave the room

**RESPONSE: Administration**

- Notify staff and students to Shelter-in-Place
- Shut down air circulation system
- Contact the District Office
- Account for all staff, students, and visitors listed on sign-in sheet

## **SHELTER-IN-PLACE**

***If a threat of violence is made by a student, immediately notify Administration or another member of the Threat Assessment Team and supply details.***

**RESPONSE: Staff**

- Notify Administration or another member of the Threat Assessment Team
- Detain the student making the threat to keep others safe from harm
- Do not allow access to backpack, purse, locker, and other personal property
- Do not let anyone leave the room

**RESPONSE: Administration**

- Call 911 if there is imminent danger
- Convene the Threat Assessment Team to evaluate the threat using the Countywide Threat Assessment Protocol
- Conduct search of school and personal property following procedures
- Receive findings from the Threat Assessment Team
- Determine if disciplinary action and/or Law Enforcement involvement is required
- Notify parents of situation, concerns, and course of action
- Complete School/Site Incident Report

## THREAT BY STUDENT



***In the event of a non-responsive or life-threatening injury or illness:***

**RESPONSE: Staff**

- Call 911 and provide CPR if needed
- Notify Administration
- DO NOT move the victim(s), especially if you suspect a head or neck injury, unless safety is a concern
- Check victim for medical alert bracelet or necklace
- If possible, isolate the victim(s) and disperse onlookers
- Describe pertinent information about the incident to emergency personnel

**RESPONSE: Administration**

- Call 911 and provide CPR if needed
- Secure victim(s) medical emergency profile
- Meet and direct first responders
  - Provide any additional information about the status of the victim(s)
  - Provide information from the victim(s) medical emergency profile
- Notify victim(s) parents, legal guardians or emergency contact (Insure the most accurate information is passed)
- If needed, assign a staff member to accompany victim(s) to the hospital
- Notify district administration
- Complete School/Site Incident Report

## MEDICAL EMERGENCY

***If a Lockdown is required, immediately call Administration and supply details.***

**RESPONSE: Staff – If Outside**

- Move students and staff to the closest safe building and follow Lockdown procedures listed below

**RESPONSE: Staff – If Inside**

- Lock doors and close blinds
- Do not allow anyone to enter or leave – students/staff may move within a building to the restroom, etc., depending on the situation
- Take attendance
- Report missing, extra, or injured students, staff or visitors to administration
- Continue with instruction as normally as possible
- Remain in the room until “ALL CLEAR” announcement

**RESPONSE: Administration**

- Announce “Lockdown” on loud speaker system
- Call 911
- Announce if staff/students may use restrooms if it is safe to do so
- If safe, clear hallways and bathrooms and direct students to secure locations.
- Help Emergency Responders to locate and move students who are outside
- Contact the District Office
- Account for all staff, students, and visitors listed on sign-in sheet
- Announce “ALL CLEAR” when Law Enforcement indicates the situation has been resolved
- Notify parents and guardians of student reunification and release procedures
- Document action and complete School Incident Report

## LOCKDOWN

## ***If a person displays a weapon, begins shooting or shots are heard***

A CODE RED is implemented when there is an immediate threat, such as a hostile intruder **inside the building**.

### **RESPONSE: Staff**

Call 911

During a CODE RED, Ignore Fire Alarms

Based on the nature and location of the threat, identify the best alternative. Direct Students to

- **Run:**
  - Have an escape route and plan in mind
  - Leave your belongings behind
  - Keep your hands visible
- **Hide:**
  - Hide in an area out of the intruder's view
  - Block entry to your hiding place and lock the doors
  - Silence your cell phone
- **Fight:**
  - Fight as a last resort and only when your life is in imminent danger
  - Attempt to incapacitate the hostile intruder
  - Act with physical aggression and throw items at the hostile intruder

### **RESPONSE: Administration**

- Announce "Armed Assailant – CODE RED" on loud speaker system
- Call 911, if not already done
- Provide for the ongoing safety of students and staff and initiate a Lockdown or Directed Evacuation if indicated
- Notify the District Office
- Cooperate with Law Enforcement action
- Do not disturb crime scene
- Identify witnesses
- Follow procedures to notify victim's parents/guardians (police may make notification)
- Document action and complete School Incident Report

## **ARMED ASSAILANT - CODE RED**

## As soon as an Earthquake is experienced -*Duck, Cover, & Hold:*



**DUCK or DROP**  
down on the floor.



**COVER!**

Take **COVER** under a sturdy desk, table or other furniture. If that is not possible, seek cover against an interior wall and protect your head and neck with your arms. Avoid danger spots near windows, hanging objects, mirrors or tall furniture.



**HOLD ON!**

If you take cover under a sturdy piece of furniture, **HOLD** on to it and be prepared to move with it. Do not run outdoors. Do not use elevators. Follow directions of emergency personnel.

### RESPONSE: Staff – if Inside

- All persons in the room must Duck, Cover, and Hold
- Take attendance
- Report missing, extra, or injured students, staff or visitors to administration
- Follow directions of emergency personnel
- Stay with students until released

### RESPONSE: Staff – if Outside

- Move to a clear area
- Duck, Cover, and Hold
- Notify administration if there is any additional emergency situation or injuries and of missing or extra students and staff
- Follow directions of emergency personnel
- Stay with students until released

### RESPONSE: Administration

- Check facilities for hazardous conditions
- DO NOT EVACUATE AUTOMATICALLY as outdoor hazards may be greater than indoor hazards
- Limit phone use to emergency calls
- Call 911, if indicated
- Contact the District Office
- Notify parents and guardians of student release procedures

## EARTHQUAKE

## ***In the event of Fire or Explosion:***

### **RESPONSE: Staff**

- Pull the fire alarm, if indicated
- Assess the Situation
- Use Fire Extinguisher, if indicated
- Call Site Administration immediately
- Evacuate to designated areas, if required
- Take emergency go-kits and class roster
- Take attendance at Outside Assembly Location
- Report missing, extra, or injured students to administration

### **RESPONSE: Administration**

- Pull the fire alarm to initiate a building evacuation, if not already done
- Call 911, if not already done and provide additional information
- Assess the situation and take action to suppress the fire or evacuate with others
- Notify the District Office
- Direct students & staff to Outside Assembly Locations a minimum of 100 ft. from building.
- Look for stragglers as the building is evacuated
- Sweep all floors as the building is evacuated.
- Account for all students
- Account for disabled students at Outside Assembly Locations
- Consult with Fire or E-Team to determine whether to evacuate to an Off-Site Emergency Evacuation Location or if school is to be dismissed
- Reunite students and parents in a systematic manner, signing out all students to parents
- Do not re-enter the building until given an "ALL CLEAR" by the Fire Dept.
- Document actions and complete School/Site Incident Report

## ***Fire Extinguisher***

Use fire extinguishers on small fires only – trash cans or smaller.

Use the appropriate extinguisher for the type of fire.

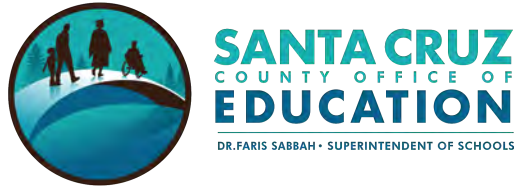
<b>P</b>	<b>A</b>	<b>S</b>	<b>S</b>
<b>Pull</b> Pin from handle	<b>Aim</b> at base of fire	<b>Squeeze</b> handle completely	<b>Sweep</b> from side to side



After extinguishing a fire, back away. Watch for re-ignition.

## FIRE OR EXPLOSION

***EVACUATION PLAN:***



## SANTA CRUZ COUNTY BOARD OF EDUCATION

### AGENDA ITEM

**Board Meeting Date:** Feb. 20, 2020

☒

Action



Information

**TO:** Santa Cruz County Board of Education

**FROM:** Adam Wade, Coordinator, Alternative Education Program

**SUBJECT:** Alternative Education Court School Accountability Report Card (SARC)

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### BACKGROUND

California Education Code 33126 requires California public schools to annually provide information to the community to allow public comparison of schools for student achievement, environment, resources & demographics.

### SUPERINTENDENT'S RECOMMENDATION FOR BOARD ACTION:

Approve the School Accountability Report Card.

### FISCAL IMPLICATIONS:

Detailed herein.





# Santa Cruz County Court

400 Encinal St. • Santa Cruz, CA 95060-2115 • (831) 466-5728 • Grades 7-12

John Rice, Senior Director, Principal

[jrice@santacruzcoe.org](mailto:jrice@santacruzcoe.org)

## 2018-19 School Accountability Report Card Published During the 2019-20 School Year

### **Santa Cruz County Office of Education**

400 Encinal Street  
Santa Cruz, CA 95060  
(831) 466-5600  
[www.santacruzcoe.org](http://www.santacruzcoe.org)

#### **District Governing Board**

Sue Roth

#### **Trustee & Board Vice President**

Bruce Van Allen

**Trustee**

Sandra Nichols

**Trustee**

Rose Filicetti

**Trustee**

Jane Barr

**Trustee**

Dana Sales

#### **Trustee & Board President**

Abel Sanchez

**Trustee**

#### **District Administration**

Faris Sabbah

**Superintendent**

Johnny Rice

**Senior Director**

John Armstrong

**Director**

Jennifer Izant Gonzales

**Project Director**

Adam Wade

**Coordinator**

Rosemary Ybarra

**Assistant Director**

### **School Description**

The Alternative Education Department of the Santa Cruz County Office of Education offers 22 unique academic programs at 19 different school sites throughout the county. The Alternative Education Court and Community programs serve students in grades 6 to 12 with the vast majority of students being in high school. The Alternative Education Program has steadily grown and evolved over the years to meet the ever-changing demands of our student population but our mission and philosophy remain the same. The ultimate goal of our program is to ensure that every student in our County has access to an educational program that suits the individual's unique need. This is accomplished through a variety of locations, educational models, and programmatic structures. During the course of the school year, we serve anywhere between 600 and 900 students. The vast majority of our students come to us deficient in credits. Typically, our students are affected by one or more significant life challenges. Frequently, these include drug and alcohol abuse, homelessness, criminal activity, truancy, expulsion, poverty, lack of fluency in English, academic failure, and trauma. The majority of our students are continuously enrolled for less than an academic year. High student mobility and short length of enrollment make data collection for student outcomes problematic.

**Our Mission:** The mission of the Santa Cruz County Office Alternative Education Program is to provide a safe, supportive learning environment that empowers students to achieve academic, social, and vocational excellence.

**Our Philosophy:** We believe that the educational success of our students is dependent upon quality academic and effective programs, which are supported by a healthy organization, our students' families, and effective community partnerships. Our programs are student-centered and adaptive to meet individual needs. We value personal and professional development. Staff works collaboratively to facilitate learning and change.

### **We Believe That:**

- All students can learn.
- All students can grow socially and emotionally to become productive citizens.
- Each student should be given the opportunity to fully develop his/her potential.
- There is a need to facilitate learning by drawing on individual strengths and learning styles.
- Structured educational environments and programs help our students to learn.
- Each student has a right to a physically and emotionally safe environment that is conducive to learning.
- There is strength in diversity.
- Collaborative relationships are essential in delivering quality services and effective programs to our students.
- We are accountable through evaluation of students and programs.

We provide a number of services for our students intended to ensure that our students can benefit from the academic program. In addition to ensuring that all students have access to courses required for graduation, we provide a variety of services to meet student needs. These include: counseling, free and reduced priced meals, special education services, work based learning, and college and career counseling. Our programs include a site at Juvenile Hall, independent studies centers, personalized learning communities, two green career center high schools, middle school programs, thematic single classroom programs, conventional community schools, and an all girls program.

#### Court School Programs Include:

##### Robert A. Hartman School

Robert A. Hartman School provides for the education of Youth detained at Santa Cruz County Juvenile Hall. Hartman School provides a highly structured learning environment that supports individualized and group learning. Curriculum is a blend of traditional text based learning as well as hands on kinesthetic learning. Named after a dedicated teacher, the school is open year round and employs a staff with extensive experience and training related to delinquent youth.

##### Esquela Quetzal

Escuela Quetzal is a school counseling program designed for youth who are willing to actively participate in counseling services to learn how to make empowered decisions toward positive personal growth. The program is made possible through collaboration between Youth Services and the Santa Cruz County Office of Education. Each day students attend core academic classes and receive group and individual counseling. Family and community involvement are also important components of the program. Along with academics, students are offered courses in art, music, vocational education, sports, an organic garden, and computer training.

##### Freedom Community School

Freedom Community is a single classroom site for students who excel in a smaller, supportive, and structured learning environment. Our vision is to empower intrinsic motivation to lead and educate family and peers. The teacher and staff meet each individual learner at their current academic and social levels in order to create attainable goals, which creates a positive learning experience.

##### Sequoia Academy

A self-contained classroom designed to assist students who need extra support with study skills and setting educational goals. Sequoia Academy is committed to Social, Emotional, Academic learning with an opportunity for vocational training and community involvement.

#### About the SARC

By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

- For more information about SARC requirements, see the California Department of Education (CDE) SARC web page at <https://www.cde.ca.gov/ta/ac/sa/>.
- For more information about the LCFF or LCAP, see the CDE LCFF web page at <https://www.cde.ca.gov/fg/aa/lc/>.
- For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

#### 2018-19 Student Enrollment by Grade Level

Grade Level	Number of Students
Grade 9	2
Grade 10	12
Grade 11	18
Grade 12	31
Total Enrollment	63

#### 2018-19 Student Enrollment by Group

Group	Percent of Total Enrollment
Hispanic or Latino	92.1
White	4.8
Two or More Races	1.6
Socioeconomically Disadvantaged	100
English Learners	55.6
Students with Disabilities	31.7
Foster Youth	3.2

#### A. Conditions of Learning

##### State Priority: Basic

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair

Teacher Credentials for Santa Cruz County	17-18	18-19	19-20
With Full Credential	5	4	4
Without Full Credential	0	0	0
Teaching Outside Subject Area of Competence	0	0	0

Teacher Credentials for Santa Cruz County Office of Education	17-18	18-19	19-20
With Full Credential	♦	♦	35.49
Without Full Credential	♦	♦	0
Teaching Outside Subject Area of Competence	♦	♦	0

#### Teacher Misassignments and Vacant Teacher Positions at Santa Cruz County Court

Indicator	17-18	18-19	19-20
Teachers of English Learners	0	0	0
Total Teacher Misassignments*	0	0	0
Vacant Teacher Positions	0	0	0

\* Note: "Misassignments" refers to the number of positions filled by teachers who lack legal authorization to teach that grade level, subject area, student group, etc.

\*Total Teacher Misassignments includes the number of Misassignments of Teachers of English Learners.

#### Quality, Currency, Availability of Textbooks and Instructional Materials (School Year 2019-20)

Annually, in September, the Santa Cruz County Office of Education's Governing Board holds a public meeting and passes a resolution regarding the sufficiency of textbooks and instructional materials for Alternative Education programs in English Language Arts, Mathematics, Science, History-Social Science, Foreign Language, Health, and Visual and Performing Arts. To prepare for this, Alternative Education staff inventories texts at all school sites prior to the start of the school year, makes appropriate purchases, and distributes textbooks and instructional materials to each site. At the beginning of the school year, administrators conduct a survey to identify additional textbooks and instructional materials needed by teachers and deliver them from storage. Administrators then visit all sites to visually verify the sufficiency of textbooks and instructional materials in all classrooms. Textbooks and instructional materials are selected by a teacher committee and selections are based on several factors including accessibility, state board approval/recommendation, standards alignment, student engagement elements, and appropriate reading level.

#### Textbooks and Instructional Materials

Year and month in which data were collected: September 2019

Core Curriculum Area	Textbooks and Instructional Materials/Year of Adoption
Reading/Language Arts	Adoption Years Vary - For complete listing of Instructional Materials contact Alternative Education administrative staff. The textbooks listed are from most recent adoption: Yes Percent of students lacking their own assigned textbook: 0
Mathematics	Adoption Years Vary - For complete listing of Instructional Materials contact Alternative Education administrative staff. The textbooks listed are from most recent adoption: Yes Percent of students lacking their own assigned textbook: 0
Science	Adoption Years Vary - For complete listing of Instructional Materials contact Alternative Education administrative staff. The textbooks listed are from most recent adoption: Yes Percent of students lacking their own assigned textbook: 0
History-Social Science	Adoption Years Vary - For complete listing of Instructional Materials contact Alternative Education administrative staff. The textbooks listed are from most recent adoption: Yes Percent of students lacking their own assigned textbook: 0
Foreign Language	Adoption Years Vary - For complete listing of Instructional Materials contact Alternative Education administrative staff. The textbooks listed are from most recent adoption: Yes Percent of students lacking their own assigned textbook: 0
Health	Adoption Years Vary - For complete listing of Instructional Materials contact Alternative Education administrative staff. The textbooks listed are from most recent adoption: Yes Percent of students lacking their own assigned textbook: 0
Visual and Performing Arts	Adoption Years Vary - For complete listing of Instructional Materials contact Alternative Education administrative staff. The textbooks listed are from most recent adoption: Yes Percent of students lacking their own assigned textbook: 0

Core Curriculum Area	Textbooks and Instructional Materials/Year of Adoption
<b>Science Laboratory Equipment</b>	Adoption Years Vary - For complete listing of Instructional Materials contact Alternative Education administrative staff. <b>The textbooks listed are from most recent adoption:</b> Yes <b>Percent of students lacking their own assigned textbook:</b> 0

Note: Cells with N/A values do not require data.

### School Facility Conditions and Planned Improvements (Most Recent Year)

The Alternative Education Programs are housed in 19 sites located strategically throughout Santa Cruz county. Sites are leased or are provided in-kind. Sites are clean, safe and are maintained by either the SCCOE or by the partnering agency. A recent facilities inspection found a few minor deficiencies, but they have all been corrected and there are no outstanding work orders at this time. SCCOE takes great efforts to ensure that all schools are clean, safe, and in "Good Repair." To assist in this effort, SCCOE Maintenance & Operations staff conducts a facility inspection annually. The goal of the inspection is to (i) assist programs in evaluating their self-audit procedures, (ii) facilitate the identification of conditions which may pose a risk of injury and/or property damage, and (iii) provide recommendations and/or suggestions to help mitigate the risks identified. The results of this inspection are available at the LEA office.

Below is more specific information on the condition of the school sites and the efforts made to ensure that students are provided with a clean, safe, and functional learning environment.

- **Maintenance and Repair**

SCCOE maintenance staff ensures that the repairs necessary to keep the school in good repair and working order are completed in a timely manner. A work order process is used to ensure efficient service and that emergency repairs are given the highest priority.

- **Cleaning Process and Schedule**

SCCOE has adopted cleaning standards for all school sites. The Director of Maintenance and Operations works daily with the custodial staff to assign cleaning schedules to ensure clean and safe schools.

- **New School Construction Projects**

Construction of a new school site (Sequoia Schools) was completed during the 2016-17 school year. This school site is the largest Alternative Education program offered by SCCOE. There is a high school, junior high, independent studies program, personalized learning program, child development center, and Sequoia Academy, all housed at the new Sequoia campus.

Overall, all sites and classrooms were in "Good Repair" and there were no high priority recommendations offered in the inspection report.

### School Facility Good Repair Status (Most Recent Year) Year and month in which data were collected: September 2019

System Inspected	Repair Status	Repair Needed and Action Taken or Planned
<b>Systems:</b> Gas Leaks, Mechanical/HVAC, Sewer	Good	
<b>Interior:</b> Interior Surfaces	Good	
<b>Cleanliness:</b> Overall Cleanliness, Pest/ Vermin Infestation	Good	
<b>Electrical:</b> Electrical	Good	
<b>Restrooms/Fountains:</b> Restrooms, Sinks/ Fountains	Good	
<b>Safety:</b> Fire Safety, Hazardous Materials	Good	
<b>Structural:</b> Structural Damage, Roofs	Good	
<b>External:</b> Playground/School Grounds, Windows/ Doors/Gates/Fences	Good	
<b>Overall Rating</b>	<b>Good</b>	

## B. Pupil Outcomes

### State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

- **Statewide assessments** (i.e., California Assessment of Student Performance and Progress [CAASPP] System, which includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities); and
- The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study

### CAASPP Test Results in ELA and Mathematics for All Students

#### Grades Three through Eight and Grade Eleven

##### Percentage of Students Meeting or Exceeding the State Standard

Subject	School 17-18	School 18-19	District 17-18	District 18-19	State 17-18	State 18-19
ELA	0	8	64	63	50	50
Math	0	0	49	47	38	39

Note: Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Note: ELA and mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAAs divided by the total number of students who participated in both assessments.

### School Year 2018-19 CAASPP Assessment Results - English Language Arts (ELA)

#### Disaggregated by Student Groups, Grades Three through Eight and Eleven

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Met or Exceeded
All Students	23	13	56.52	8.33
Male	17	9	52.94	0.00
Female	--	--	--	--
Hispanic or Latino	20	12	60.00	9.09
White	--	--	--	--
Two or More Races	--	--	--	--
Socioeconomically Disadvantaged	23	13	56.52	8.33
English Learners	17	10	58.82	0.00
Students with Disabilities	--	--	--	--
Foster Youth	--	--	--	--

Note: ELA test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Note: Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

### CAASPP Test Results in Science for All Students

#### Grades Five, Eight, and Ten

##### Percentage of Students Meeting or Exceeding the State Standard

Subject	School 17-18	School 18-19	District 17-18	District 18-19	State 17-18	State 18-19
Science	N/A	N/A	N/A	N/A	N/A	N/A

Note: Cells with N/A values do not require data.

Note: This is a placeholder for the California Science Test (CAST) which was administered operationally during the 2018-19 school year. However, these data are not available for inclusion in the 2018-19 SARC posting due February 1, 2020. These data will be included in the 2019-20 SARC posting due February 1, 2021.

### State Priority: Other Pupil Outcomes

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8):

- Pupil outcomes in the subject area of physical education

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

**School Year 2018-19 CAASPP Assessment Results - Mathematics**  
**Disaggregated by Student Groups, Grades Three through Eight and Eleven**

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Met or Exceeded
All Students	23	13	56.52	0.00
Male	17	9	52.94	0.00
Female	--	--	--	--
Hispanic or Latino	20	13	65.00	0.00
White	--	--	--	--
Two or More Races	--	--	--	--
Socioeconomically Disadvantaged	23	13	56.52	0.00
English Learners	17	11	64.71	0.00
Students with Disabilities	--	--	--	--
Foster Youth	--	--	--	--

Note: Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Note: Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

## C. Engagement

### State Priority: Parental Involvement

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3):

- Efforts the school district makes to seek parent input in making decisions for the school district and each school site

### Opportunities for Parental Involvement (School Year 2019-20)

We continued to align our continuous improvement efforts and solicit stakeholder involvement to inform and provide feedback regarding our goals and actions. Parent and community meetings were held in North and South County. One meeting in South County was held in October and two meetings were held in North County in December. The Alternative Education Administration met with parents from the School Site Councils, ELAC, DELAC, and the LCAP Parent Advisory. The purpose of these meetings was to review the implementation of the LCAP, examine metric results, solicit ideas for goals, and report out on actions and expenditures. Flyers in English and Spanish were sent home with students to invite families. Personal phone calls home were made to invite and encourage attendance.

Parent input indicated that there is widespread interest in and support for:

1. Increased ways to communicate between parents and teachers.
2. Continued social emotional counseling.
3. Personalized Learning Community (PLC) classrooms.

As a result of the input, this year more sites are using app-based communication tools and a few sites are piloting a new app-based communication tool. Our counseling efforts have increased through hiring additional counselors and beginning a counseling cohort which meets monthly to continuously improve. Parents and students continue to discuss their interest in our PLC programs and we have adjusted resources to allow for the PLC programs to grow.

### State Priority: School Climate

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety.

### School Safety Plan

SCCOE Alternative Education updates and reviews its School Safety Plan annually. The plan includes a Safe School Vision, a description of the school grounds and the condition of facilities. The plan also provides school rules and regulations as well as strategies and procedures for preventing and dealing with emergency situations.

The SCCOE Alternative Education Comprehensive School Safety Plan analyzes current school safety conditions, describes programs in place at our schools, and defines strategies and programs for continued improvement in providing a safe, orderly, school environment conducive to learning. The analysis results in a two action plans, one pertaining to school physical safety and the other centering on issues connected to maintaining a safe and positive school climate. Appendices follow the action plan. These Appendices include specific, mandated policies and procedures connected to the safety strategies and programs described within the analysis section.

The plan was developed by a safety committee with representation and input from the SCCOE School Site Council and local law enforcement. The plan was last reviewed and discussed with staff in September 2019 and will be updated prior to March 2020 for the 2020-21 school year. The safety committee utilizes multiple sources of data to conduct its study of the current state of school safety as it applies to both school climate and the physical environment. Sources used include, but are not limited to:

- Annual Facilities Inspections
- WASC Self-Study
- Student, Teacher, Parent Perception Surveys
- Program Course of Study
- Board Policies
- Healthy Kids Survey,
- United Way Community Assessment Project
- Site walk-throughs
- School Site Handbooks
- Student and Staff Interviews

Suspensions and Expulsions for the School	2016-17	2017-18	2018-19
Suspensions Rate	0.0	0.0	0.0
Expulsions Rate	0.0	0.0	0.0

Suspensions and Expulsions for the District	2016-17	2017-18	2018-19
Suspensions Rate	0.5	0.7	0.7
Expulsions Rate	0.0	0.0	0.0

Suspensions and Expulsions for the State	2016-17	2017-18	2018-19
Suspensions Rate	3.6	3.5	3.5
Expulsions Rate	0.1	0.1	0.1

### D. Other SARC Information

The information in this section is required to be in the SARC but is not included in the state priorities for LCFF.

#### Ratio of Academic Counselors to Pupils (School Year 2018-19)

Title	Ratio
Academic Counselor*	1:21

\* One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.



**Student Support Services Staff (School Year 2018-19)**

<b>Title</b>	<b>Number of Full-Time Equivalent (FTE)</b>
<b>Counselor (Social/Behavioral or Career Development)</b>	3
<b>Library Media Teacher (Librarian)</b>	0
<b>Library Media Services Staff (Paraprofessional)</b>	0
<b>Psychologist</b>	0
<b>Social Worker</b>	0
<b>Nurse</b>	0
<b>Speech/Language/Hearing Specialist</b>	0
<b>Resource Specialist (non-teaching)</b>	1
<b>Other</b>	0

\* One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

**Professional Development provided for Teachers**

<b>Measure</b>	<b>2017-18</b>	<b>2018-19</b>	<b>2019-20</b>
<b>Number of school days dedicated to Staff Development and Continuous Improvement</b>	3	3	3

For the 2017-18, 2018-19, and 2019-20 school years, professional development has been focused on the implementation of the Common Core State Standards and Next Generation Science Standards, supporting English Learners, effective Math instruction, and the integration of technology. Social Emotional Learning and School Safety have also been a major focus integrated throughout the different Professional Development offerings. Training in Restorative Practices is a focus for professional development in 2019-20 as well as 2018-19 and Trauma Informed Care was a focus for 2017-18.

Alternative Education leadership and staff share a strong collegial bond based on trust and shared commitment to students and each other. Every year begins with a full-day orientation where the superintendent addresses the entire County Office staff. At this time, the administrative team of Alternative Education meets with the entire staff to set the tone for the year and to outline goals regarding student achievement and professional development. Goals are determined based on student achievement data from state tests and local benchmark assessments. Orientation day allows veteran staff members to meet new staff, which begins the process of forging community. At least one other opportunity each year is provided specifically for team building. Some years have included a staff meeting directed by a visiting team-building expert. At the beginning of the year, each staff member also receives a yearlong calendar outlining the focus of each weekly staff meeting and professional development days. In addition to a calendar, a staff handbook is provided that details everything from district policy to classroom procedures, as well as testing dates and evaluation procedures.

Three full days of professional development are offered each school year. Topics depend on current PD focus areas, student and staff needs, as well as on staff interest. Interest and needs are determined by survey data, formal and informal discussions between and among administrators and staff, and by data analysis. Teachers are also encouraged and supported to attend outside professional development conferences and workshops of interest. All new teachers are provided the opportunity to clear their credential through the Santa Cruz/Silicon Valley New Teacher Project, a teacher induction program. SCSVNTIP is a two-year program that involves the building of a teacher/mentor relationship and a series of New Teacher seminars designed to meet the California Standards for the Teaching Profession and facilitate development as a skilled teacher. New teachers are also mentored by a veteran teacher from Alternative Education, someone whose experience can help them with everyday operations and systems of classroom management. The mentor also facilitates visits to other alternative education sites to experience instructional strategies and management systems unique to particular alternative education student populations.

During the year, teachers and instructional aides attend weekly staff meetings. Each month, one meeting is focused on all staff (in 2017-18 the WASC accreditation self-study process was the primary focus), one is focused on collaboration at school sites, one is focused on Collaborative Learning Communities implementation, and in some months an additional meeting is focused on leadership teams and professional learning options. Collaborative Learning Communities (CLC) were developed for teachers to come together to learn about interactive instructional routines that work in conjunction with vocabulary instruction. The vocabulary instruction focuses on high impact words necessary for success in college and career. With the CLC, teachers have the opportunity to collaborate and compare instructional efforts. There is dedicated time for teachers to come together and evaluate student work, successes and challenges. Although we value our diverse and unique programs we hope that through this instructional emphasis, we can collectively focus on emphasizing effective instruction. In 2019-20 Collaborative Learning Communities continue to focus on developing common curriculum and instructional practices so that students have common content across Alt Ed that provides interdisciplinary/cross-curricular and engaging experiences. Teachers collaborate to create at least one unit and a sequence of lessons/activities that incorporate effective instructional practices to meet the needs of every student in areas chosen by each teacher.



#### FY 2017-18 Teacher and Administrative Salaries

Category	District Amount	State Average for Districts In Same Category
Beginning Teacher Salary	\$42,111	N/A
Mid-Range Teacher Salary	\$70,430	N/A
Highest Teacher Salary	\$87,939	N/A
Average Principal Salary (ES)	N/A	N/A
Average Principal Salary (MS)	\$109,535	N/A
Average Principal Salary (HS)	\$109,535	N/A
Superintendent Salary	\$243,101	N/A

Percent of District Budget	District Amount	State Average for Districts In Same Category
Teacher Salaries	N/A	N/A
Administrative Salaries	N/A	N/A

\* For detailed information on salaries, see the CDE Certificated Salaries & Benefits webpage at [www.cde.ca.gov/ds/fd/cs/](http://www.cde.ca.gov/ds/fd/cs/).

#### Types of Services Funded

##### Counseling

The aim of the SCCOE Alternative Education programs is not only to build academic skills, but also develop life skills, a positive self-concept, appropriate peer relationships, and to help students become productive citizens for the future. Teachers and support staff receive training in the area of conflict resolution and restorative justice. There are social-emotional counselors who work at various sites to support students and staff. To increase services, Alternative Education contracted with Encompass Youth Services to provide additional counseling to our programs and hired a Gang Prevention Counselor as well as a Health and Sex Ed Educator.

##### English Learners

The Alternative Education Project Director also serves as the English Learner (EL) Coordinator who reviews and recommends curriculum, and oversees staffing to ensure bilingual and bi-cultural personnel are appropriately placed at sites as determined by student and community need. The Project Director/ EL Coordinator facilitates ELAC and DELAC, working directly with parents in support of their students' education. The Monthly English Language Development (MELD) program from the Orange County Department of Education has been adopted. Teachers have access to all the units, some teachers have received formal trainings, and many teachers modify the curriculum to meet the needs of their students. MELD is arranged by eight language functions (Making Predictions, Explain and Describe, Sequencing Events, Compare and Contrast, Expressing Opinions, Requesting Information, etc.). MELD's intention is to engage the student in the use of language structures necessary to complete the focused language function. Staff have been introduced to and are exploring the California EL Roadmap and we send a group of teachers to the countywide Multilingual Network Meetings. This year we are improving stakeholder engagement and gathering input to better serve our English Learners.

##### Career/Vocational (Preparedness to Enter Workforce)

Two Work Experience Specialists assist students to find meaningful employment. Classroom teachers are all trained in the Roadmaps Career Education curriculum. Students identify their skills and abilities, learn how to use the Internet, and create resumes and letters of introduction. The California CareerZone is utilized to assist students in identifying career pathways and interests.

##### Career Technical Education (CTE)

CTE courses are offered to students within some programs. Courses include: Construction Technology, Agriculture Production, Early Childhood Education, Culinary Arts, Fire Science, Hospitality, Tourism, & Recreation, Criminal Justice, and Landscape Design. Courses are offered in partnership with the Career and Technical Education Partnership (CTEP) at the Santa Cruz County Office of Education. Some students also participate in weekly internships.

##### Arts

Alternative Education Program partners with the William James Arts Education Program to provide a variety of arts programming at each site. The classes include: watercolor painting, sculpture, graphic design, mural design and painting, mask making, collage, ceramics, and sewing. The Santa Cruz COE was awarded one of the state SSAE grants. Part of the mission of the grant was to increase the arts opportunities for our Alternative Education students. We have several programs at various locations in our county. One of our most public programs was the mural and theater program. There have been 22 arts programs in 14 of the Alternative Education classrooms. We have had Poetry and Photography projects; several other mural design and construction projects; theater and dance programs including hip hop and improvisational movement; ceramics programs; Impressionism studies; and a math and movement class.

##### Physical Education

The Alternative Education Department participates in the Monterey Bay Alternative Athletic League. Over ten schools participate in competitive team sports including volleyball, basketball and softball. In addition to organized sports, students have the opportunity to participate in health and wellness classes.

#### FY 2017-18 Expenditures Per Pupil and School Site Teacher Salaries

Level	Total	Restricted	Unrestricted	Average Teacher Salary
School Site	\$23,217.38	\$5,977.95	17,239.43	\$70,405.13
District	N/A	N/A	\$12,560.31	N/A
State	N/A	N/A	\$7,506.64	N/A

Percent Differences	Unrestricted	Average Teacher Salary
School Site/District	31.4	-11.9
School Site/ State	78.7	N/A

Note: Cells with N/A values do not require data.

The California Department of Education issued guidance to LEAs on August 1, 2018, regarding how to calculate school-level per-pupil expenditures that will be reported on 2018-19 report cards.

#### Academic Tutoring Services

Alternative Educations offers tutoring to students who are performing two or more years below grade level on state tests and local benchmark assessments. Students are able to focus on basic skills and improve their confidence in academic subjects.

#### Dropout Rate and Graduation Rate (Four-Year Cohort Rate)

Rate for Santa Cruz County Court	2015-16	2016-17	2017-18
Dropout Rate	65.9	36.6	74.3
Graduation Rate	19.5	26.8	25.7

Rate for Santa Cruz County Office of	2015-16	2016-17	2017-18
Dropout Rate	29	20.4	49.3
Graduation Rate	60.1	62.2	49.3

Rate for California	2015-16	2016-17	2017-18
Dropout Rate	9.7	9.1	9.6
Graduation Rate	83.8	82.7	83

For the formula to calculate the 2016-17 and 2017-18 adjusted cohort graduation rate, see the 2018-19 Data Element Definitions document located on the SARC web page at <https://www.cde.ca.gov/ta/ac/sa/>.

#### Career Technical Education Participation

Measure	CTE Program Participation
Number of pupils participating in CTE	0
% of pupils completing a CTE program and earning a high school diploma	0
% of CTE courses sequenced or articulated between the school and institutions of postsecondary education	100

#### Career Technical Education Programs

In close cooperation with classroom teachers, students are provided comprehensive vocational assessment using the California CareerZone Interest Inventory (part of our Roadmaps Curriculum) and individualized goals are developed at intake as part of an individualized learning plan (ILP). Students are provided an array of services ranging from individual job search and placement assistance, credit analysis and review, exposure to community service activities, guest speakers and field trips, enrollment in on-site Job Search and Work Experience Programs, and assistance with enrollment in post-secondary and other vocational training programs (such as the Career & Technical Education Partnership (CTEP), Adult Education and community college classes). Students are taken out in the community to facilitate job acquisition and are provided assistance in requesting applications, filling out applications, interviewing and completing new-job paperwork requirements. Once employed, students are provided a comprehensive Work Experience program focused on job retention and success. Teaching staff has been provided in-service training in integrating the Roadmaps Curriculum into the regular curriculum and provided with materials for use in the classroom. The primary representative for the CTE advisory committee is Mark Hodges, CTEP Director. The industries represented are: Construction Technology, Agriculture Production, Early Childhood Education, Culinary Arts, Fire Science, Hospitality, Tourism, & Recreation, Criminal Justice and Landscape Design.

The Santa Cruz County Alternative Education department works in conjunction with community colleges throughout the greater San Francisco Bay Area and our local Cabrillo College to help facilitate the transition from our program to college. In addition, the SCCOE Alternative Education department works closely with local industry to support students in finding and keeping jobs in our community. Our Work Experience Coordinator and specialists work with our Alternative Education students throughout Santa Cruz County. Students in our programs have access to individualized assistance with their resume, interview preparation, and career exploration.

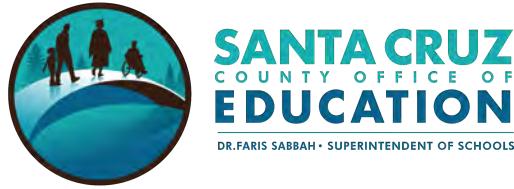
Teachers at all of our sites tie their curriculum and instruction to college and career themes. At numerous sites, students have the opportunity to engage in Work Based Learning (WBL). WBL is a great opportunity for students to bridge their in-class learning with real world, hands-on activities. Students who participate in WBL or internships have the chance to learn valuable soft skills alongside their peers.

#### DataQuest

DataQuest is an online data tool located on the CDE DataQuest web page at <https://dq.cde.ca.gov/dataquest/> that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

#### Internet Access

Internet access is available at public libraries and other locations that are publicly accessible (e.g., the California State Library). Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.



## SANTA CRUZ COUNTY BOARD OF EDUCATION

### AGENDA ITEM

**Board Meeting Date:** Feb. 20, 2020

☒

**Action**



**Information**

**TO:** Santa Cruz County Board of Education

**FROM:** Adam Wade, Coordinator, Alternative Education Program

**SUBJECT:** Alternative Education Community School Accountability Report Card (SARC)

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### BACKGROUND

California Education Code 33126 requires California public schools to annually provide information to the community to allow public comparison of schools for student achievement, environment, resources & demographics.

### SUPERINTENDENT'S RECOMMENDATION FOR BOARD ACTION:

Approve the School Accountability Report Card.

### FISCAL IMPLICATIONS:

Detailed herein.



# Santa Cruz County Community School

400 Encinal St. • Santa Cruz, CA 95060-2115 • (831) 466-5728 • Grades 7-12

John Rice, Senior Director, Principal

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[www.santacruzcoe.org](http://www.santacruzcoe.org)

## 2018-19 School Accountability Report Card Published During the 2019-20 School Year

### Santa Cruz County Office of Education

400 Encinal St.  
Santa Cruz, CA 95060-2115  
(831) 466-5600  
[www.santacruzcoe.org](http://www.santacruzcoe.org)

#### District Governing Board

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**Trustee**

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**Trustee**

Rose Filicetti

**Trustee**

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#### District Administration

Faris Sabbah

**Superintendent**

Johnny Rice

**Senior Director**

John Armstrong

**Director**

Jennifer Izant Gonzales

**Project Director**

Adam Wade

**Coordinator**

Rosemary Ybarra

**Assistant Director**

### School Description

The Alternative Education Department of the Santa Cruz County Office of Education offers 22 unique academic programs at 19 different school sites throughout the county. The Alternative Education Court and Community programs serve students in grades 6 to 12 with the vast majority of students being in high school. The Alternative Education Program has steadily grown and evolved over the years to meet the ever-changing demands of our student population but our mission and philosophy remain the same. The ultimate goal of our program is to ensure that every student in our County has access to an educational program that suits the individual's unique need. This is accomplished through a variety of locations, educational models, and programmatic structures. During the course of the school year, we serve anywhere between 600 and 900 students. The vast majority of our students come to us deficient in credits. Typically, our students are affected by one or more significant life challenges. Frequently, these include drug and alcohol abuse, homelessness, criminal activity, truancy, expulsion, poverty, lack of fluency in English, academic failure, and trauma. The majority of our students are continuously enrolled for less than an academic year. High student mobility and short length of enrollment make data collection for student outcomes problematic.

**Our Mission:** The mission of the Santa Cruz County Office Alternative Education Program is to provide a safe, supportive learning environment that empowers students to achieve academic, social, and vocational excellence.

**Our Philosophy:** We believe that the educational success of our students is dependent upon quality academic and effective programs, which are supported by a healthy organization, our students' families, and effective community partnerships. Our programs are student-centered and adaptive to meet individual needs. We value personal and professional development. Staff works collaboratively to facilitate learning and change.

### We Believe That:

- All students can learn.
- All students can grow socially and emotionally to become productive citizens.
- Each student should be given the opportunity to fully develop his/her potential.
- There is a need to facilitate learning by drawing on individual strengths and learning styles.
- Structured educational environments and programs help our students to learn.
- Each student has a right to a physically and emotionally safe environment that is conducive to learning.
- There is strength in diversity.
- Collaborative relationships are essential in delivering quality services and effective programs to our students.
- We are accountable through evaluation of students and programs.

We provide a number of services for our students intended to ensure that our students can benefit from the academic program. In addition to ensuring that all students have access to courses required for graduation, we provide a variety of services to meet student needs. These include: counseling, free and reduced priced meals, special education services, work based learning, and college and career counseling. Our programs include a site at Juvenile Hall, independent studies centers, personalized learning communities, two green career center high schools, middle school programs, thematic single classroom programs, conventional community schools, and an all girls program.

#### **Community School Programs Include:**

##### **Natural Bridges High School**

Natural Bridges High School/Career Training Center is a program for students in grades 10-12 seeking employment training while earning credits toward high school graduation. The program includes training for careers in agriculture, construction, alternative energy, habitat restoration and computers; courses in local ecology, history, economics, as well as other graduation requirements; and instruction in written and spoken communication, presentation and leadership skills.

##### **Ponderosa High School**

Ponderosa High School is designed for students seeking to earn a high school diploma through a curriculum focused on academic, experiential, vocational education, and employment. This program is born out of the core tenants of the community, collaboration, and commitment. In addition to their work in the classroom, students will listen to guest speakers, be taken on field trips, be involved in community service projects, and participate in short and long-term internships in green businesses and agencies.

##### **Santa Cruz Community School (Phoenix)**

Santa Cruz Community School is a structured learning environment that uses the S.E. L. framework to guide adolescents in grades 6-9. We focus on and encourage students' interests and abilities, so that each student achieves academic, social, and emotional success.

##### **San Lorenzo Valley Community School (Highlands)**

Highlands is a unique, fun based learning environment. Based on a riverfront park in the redwoods, we provide a nurturing, homelike atmosphere for highly at-risk students, who have struggled to succeed anywhere else. Beyond individualized academics, our core focus is acceptance, compassion and flexibility, based on Trauma Informed Care, self-empowerment and building healthy life skills. With an abundance of creativity and "love", Highlands has been an often life-changing fixture in the San Lorenzo Valley community for over 30 years. Our goal is to support our students in learning to love themselves and to believe in their ability to be kind, happy, and successful members of the community.

##### **Lighthouse High School**

The teacher, student, and family plan a course of study together, allowing for personalization and flexibility in the time, place, delivery model, and pace. Online, classroom-based, and individualized learning opportunities. Students may wish to include ROP courses that are available on or off-campus. future success. Students can pursue a-g (University of California approved) coursework here. Concurrent enrollment at Cabrillo College is encouraged. The personalized learning community operates by contracted learning.

##### **Louden Nelson Community School & Teen Center**

Louden Nelson Community School & Teen Center serves students with both Classroom and Independent Studies programs located in Downtown Santa Cruz. Focused on life skills as well as academics, the program is also an opportunity to get involved in the community. Loudon Nelson was a Santa Cruz resident in the 1850's. A former slave, Nelson donated his land to the school district upon his death in 1860. The community center was built as an elementary school in 1932, but is now named after Nelson for his support of local schools.

##### **Oasis High School (Aptos & Watsonville)**

Designed to meet the needs of students who benefit from a personalized learning program. Oasis staff work collaboratively with the student, their parents/guardians, teacher, and counselor to design an education plan. Oasis is located on the Cabrillo College campus and works closely with the college to provide students the opportunity to fulfill the requirements for admission to a CSU or UC through a combination of Oasis and Cabrillo coursework. Oasis staff work to empower students and provide a literal "oasis" that is safe and supportive.

##### **Seabright High School**

At Seabright High School, we are creative, flexible, ambitious, independent and responsible learners. We are creating a learning community where students have choices, reach their goals, appreciate diversity and feel safe. Through individualized programming, small daily classes, and recreational activities, we work together in a personalized learning community, supporting each individual to realize their potential!

**Star Community School**

Small, student-centered community that provides a safe, nurturing environment that fosters academic and behavioral growth, so students can develop the self-confidence needed to be successful adults in the 21st century.

**Star Personalized Learning Community**

Star PLC provides a safe space for students to grow, develop, and work towards their personal and academic goals. Star PLC is a hybrid between Independent Studies and a Day Program. Star PLC focuses on supporting students in a small, holistic, safe environment. Juniors and seniors will be encouraged to attend a Cabrillo class and while in high school.

**The Cottage**

The Cottage is an afternoon program designed for students who benefit from a small classroom setting with individual attention. Centrally located in Harvey West Park, The Cottage is accessible to students countywide and the afternoon class schedule allows students who are working or who have been out of school to reconnect with a high school education with an emphasis on career choices, character education, and literacy.

**Independent Studies Programs**

Located at the Santa Cruz County Office of Education and Sequoia Schools campus. Students meet with teachers individually once a week. Independent Studies students are offered the same supports as day program students and each student is supported to move forward academically, emotionally and vocationally through an individual approach.

**DeWitt Anderson School**

DeWitt Anderson School provides an educational environment for girls who are supported in setting and achieving academic goals. The school focuses on the unique challenges that face adolescent girls. The teaching and counseling staff are trained and experienced in supporting students as they transition to comprehensive high school, the workplace, or college. The curriculum emphasizes women's studies and art in addition to basic academics, and students have the opportunity to work in an organic garden.

**La Manzana Personalized Learning**

A small, personalized learning community that provides a small, safe learning environment. All students are supported and encouraged to achieve their individualized academic, social and emotional goals.

**Sequoia High School**

Sequoia High School is committed to Social, Emotional, Academic learning with an emphasis on vocational training and community involvement. We promote this through restorative practices and ROP classes all encompassed in a 21st Century learning environment.

**Sequoia Junior High**

Emphasis on Social Emotional Learning in a safe, healthy, and positive learning environment. Adolescents in the Sequoia Junior High Program learn study skills as well as life skills, and gain experience in the classroom and community.

**El Nido**

El Nido provides a small classroom learning environment on the Cabrillo College campus in Watsonville. Students have the opportunity to participate in a myriad of opportunities such as CTE courses, outdoor learning opportunities, and the arts.

**The Camp**

A school program within an in-patient drug and alcohol treatment center. The school is open year round and employs a staff with extensive experience and training related to providing education services within a therapeutic setting.

## About the SARC

By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

- For more information about SARC requirements, see the California Department of Education (CDE) SARC web page at <https://www.cde.ca.gov/ta/ac/sa/>.
- For more information about the LCFF or LCAP, see the CDE LCFF web page at <https://www.cde.ca.gov/fg/aa/lc/>.
- For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

### 2018-19 Student Enrollment by Grade Level

Grade Level	Number of Students
Grade 7	7
Grade 8	7
Grade 9	42
Grade 10	92
Grade 11	187
Grade 12	320
<b>Total Enrollment</b>	<b>655</b>

### 2018-19 Student Enrollment by Group

Group	Percent of Total Enrollment
Black or African American	1.2
American Indian or Alaska Native	0.5
Filipino	0.2
Hispanic or Latino	50.4
White	43.4
Two or More Races	3.5
Socioeconomically Disadvantaged	51.3
English Learners	19.2
Students with Disabilities	14.7
Foster Youth	1.4
Homeless	0.5

## A. Conditions of Learning

### State Priority: Basic

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair

Teacher Credentials for Santa Cruz County	17-18	18-19	19-20
With Full Credential	33.1	31.9	31.49
Without Full Credential	0	0	0
Teaching Outside Subject Area of Competence	0	0	0

Teacher Credentials for Santa Cruz County	17-18	18-19	19-20
With Full Credential	♦	♦	35.49
Without Full Credential	♦	♦	0
Teaching Outside Subject Area of Competence	♦	♦	0

### Teacher Misassignments and Vacant Teacher Positions at Santa Cruz County Community School

Indicator	17-18	18-19	19-20
Teachers of English Learners	0	0	0
Total Teacher Misassignments*	0	0	0
Vacant Teacher Positions	0	0	0

\* Note: "Misassignments" refers to the number of positions filled by teachers who lack legal authorization to teach that grade level, subject area, student group, etc.

\*Total Teacher Misassignments includes the number of Misassignments of Teachers of English Learners.

**Quality, Currency, Availability of Textbooks and Instructional Materials (School Year 2019-20)**

Annually, in September, the Santa Cruz County Office of Education's Governing Board holds a public meeting and passes a resolution regarding the sufficiency of textbooks and instructional materials for Alternative Education programs in English Language Arts, Mathematics, Science, History-Social Science, Foreign Language, Health, and Visual and Performing Arts. To prepare for this, Alternative Education staff inventories texts at all school sites prior to the start of the school year, makes appropriate purchases, and distributes textbooks and instructional materials to each site. At the beginning of the school year, administrators conduct a survey to identify additional textbooks and instructional materials needed by teachers and deliver them from storage. Administrators then visit all sites to visually verify the sufficiency of textbooks and instructional materials in all classrooms. Textbooks and instructional materials are selected by a teacher committee and selections are based on several factors including accessibility, state board approval/recommendation, standards alignment, student engagement elements, and appropriate reading level.

**Textbooks and Instructional Materials****Year and month in which data were collected: September 2019**

Core Curriculum Area	Textbooks and Instructional Materials/Year of Adoption
Reading/Language Arts	Adoption Years Vary - For complete listing of Instructional Materials contact Alternative Education administrative staff. <b>The textbooks listed are from most recent adoption:</b> Yes <b>Percent of students lacking their own assigned textbook:</b> 0
Mathematics	Adoption Years Vary - For complete listing of Instructional Materials contact Alternative Education administrative staff. <b>The textbooks listed are from most recent adoption:</b> Yes <b>Percent of students lacking their own assigned textbook:</b> 0
Science	Adoption Years Vary - For complete listing of Instructional Materials contact Alternative Education administrative staff. <b>The textbooks listed are from most recent adoption:</b> Yes <b>Percent of students lacking their own assigned textbook:</b> 0
History-Social Science	Adoption Years Vary - For complete listing of Instructional Materials contact Alternative Education administrative staff. <b>The textbooks listed are from most recent adoption:</b> Yes <b>Percent of students lacking their own assigned textbook:</b> 0
Foreign Language	Adoption Years Vary - For complete listing of Instructional Materials contact Alternative Education administrative staff. <b>The textbooks listed are from most recent adoption:</b> Yes <b>Percent of students lacking their own assigned textbook:</b> 0
Health	Adoption Years Vary - For complete listing of Instructional Materials contact Alternative Education administrative staff. <b>The textbooks listed are from most recent adoption:</b> Yes <b>Percent of students lacking their own assigned textbook:</b> 0
Visual and Performing Arts	Adoption Years Vary - For complete listing of Instructional Materials contact Alternative Education administrative staff. <b>The textbooks listed are from most recent adoption:</b> Yes <b>Percent of students lacking their own assigned textbook:</b> 0
Science Laboratory Equipment	Adoption Years Vary - For complete listing of Instructional Materials contact Alternative Education administrative staff. <b>The textbooks listed are from most recent adoption:</b> Yes <b>Percent of students lacking their own assigned textbook:</b> 0

Note: Cells with N/A values do not require data.



### School Facility Conditions and Planned Improvements (Most Recent Year)

The Alternative Education Programs are housed in 19 sites located strategically throughout Santa Cruz county. Sites are leased or are provided in-kind. Sites are clean, safe and are maintained by either the SCCOE or by the partnering agency. A recent facilities inspection found a few minor deficiencies, but they have all been corrected and there are no outstanding work orders at this time. SCCOE takes great efforts to ensure that all schools are clean, safe, and in "Good Repair." To assist in this effort, SCCOE Maintenance & Operations staff conducts a facility inspection annually. The goal of the inspection is to (i) assist programs in evaluating their self-audit procedures, (ii) facilitate the identification of conditions which may pose a risk of injury and/or property damage, and (iii) provide recommendations and/or suggestions to help mitigate the risks identified. The results of this inspection are available at the LEA office.

Below is more specific information on the condition of the school sites and the efforts made to ensure that students are provided with a clean, safe, and functional learning environment.

- Maintenance and Repair

SCCOE maintenance staff ensures that the repairs necessary to keep the school in good repair and working order are completed in a timely manner. A work order process is used to ensure efficient service and that emergency repairs are given the highest priority.

- Cleaning Process and Schedule

SCCOE has adopted cleaning standards for all school sites. The Director of Maintenance and Operations works daily with the custodial staff to assign cleaning schedules to ensure clean and safe schools.

- New School Construction Projects

Construction of a new school site (Sequoia Schools) was completed during the 2016-17 school year. This school site is the largest Alternative Education program offered by SCCOE. There is a high school, junior high, independent studies program, personalized learning program, child development center, and Sequoia Academy, all housed at the new Sequoia campus.

Overall, all sites and classrooms were in "Good Repair" and there were no high priority recommendations offered in the inspection report.

### School Facility Good Repair Status (Most Recent Year) Year and month in which data were collected: September 2019

System Inspected	Repair Status	Repair Needed and Action Taken or Planned
<b>Systems:</b> Gas Leaks, Mechanical/HVAC, Sewer	Good	
<b>Interior:</b> Interior Surfaces	Good	
<b>Cleanliness:</b> Overall Cleanliness, Pest/ Vermin Infestation	Good	
<b>Electrical:</b> Electrical	Good	
<b>Restrooms/Fountains:</b> Restrooms, Sinks/ Fountains	Good	
<b>Safety:</b> Fire Safety, Hazardous Materials	Good	
<b>Structural:</b> Structural Damage, Roofs	Good	
<b>External:</b> Playground/School Grounds, Windows/ Doors/Gates/Fences	Good	
<b>Overall Rating</b>	<b>Good</b>	

## B. Pupil Outcomes

### State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

- **Statewide assessments** (i.e., California Assessment of Student Performance and Progress [CAASPP] System, which includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities); and
- The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study

### CAASPP Test Results in ELA and Mathematics for All Students

#### Grades Three through Eight and Grade Eleven

##### Percentage of Students Meeting or Exceeding the State Standard

Subject	School 17-18	School 18-19	District 17-18	District 18-19	State 17-18	State 18-19
ELA	29	32	64	63	50	50
Math	4	9	49	47	38	39

Note: Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Note: ELA and mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAAs divided by the total number of students who participated in both assessments.

### CAASPP Test Results in Science for All Students

#### Grades Five, Eight, and Ten

##### Percentage of Students Meeting or Exceeding the State Standard

Subject	School 17-18	School 18-19	District 17-18	District 18-19	State 17-18	State 18-19
Science	N/A	N/A	N/A	N/A	N/A	N/A

Note: Cells with N/A values do not require data.

Note: This is a placeholder for the California Science Test (CAST) which was administered operationally during the 2018-19 school year. However, these data are not available for inclusion in the 2018-19 SARC posting due February 1, 2020. These data will be included in the 2019-20 SARC posting due February 1, 2021.

### State Priority: Other Pupil Outcomes

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8):

- Pupil outcomes in the subject area of physical education

**School Year 2018-19 CAASPP Assessment Results - English Language Arts (ELA)**  
**Disaggregated by Student Groups, Grades Three through Eight and Eleven**

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Met or Exceeded
All Students	271	200	73.80	31.63
Male	127	86	67.72	24.10
Female	144	114	79.17	37.17
Black or African American	--	--	--	--
American Indian or Alaska Native	--	--	--	--
Asian	--	--	--	--
Hispanic or Latino	146	105	71.92	16.35
White	106	85	80.19	46.34
Two or More Races	11	6	54.55	83.33
Socioeconomically Disadvantaged	148	111	75.00	20.18
English Learners	47	33	70.21	0.00
Students with Disabilities	28	22	78.57	9.09
Foster Youth	--	--	--	--
Homeless	--	--	--	--

Note: ELA test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Note: Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

**School Year 2018-19 CAASPP Assessment Results - Mathematics**  
**Disaggregated by Student Groups, Grades Three through Eight and Eleven**

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Met or Exceeded
All Students	271	196	72.32	9.42
Male	127	85	66.93	12.05
Female	144	111	77.08	7.41
Black or African American	--	--	--	--
American Indian or Alaska Native	--	--	--	--
Asian	--	--	--	--
Hispanic or Latino	146	102	69.86	1.98
White	106	83	78.30	17.72
Two or More Races	11	7	63.64	14.29
Socioeconomically Disadvantaged	148	109	73.65	3.85
English Learners	47	32	68.09	0.00
Students with Disabilities	28	23	82.14	4.55
Foster Youth	--	--	--	--
Homeless	--	--	--	--

Note: Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Note: Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

## C. Engagement

### State Priority: Parental Involvement

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3):

- Efforts the school district makes to seek parent input in making decisions for the school district and each school site

### Opportunities for Parental Involvement (School Year 2019-20)

We continued to align our continuous improvement efforts and solicit stakeholder involvement to inform and provide feedback regarding our goals and actions. Parent and community meetings were held in North and South County. One meeting in South County was held in October and two meetings were held in North County in December. The Alternative Education Administration met with parents from the School Site Councils, ELAC, DELAC, and the LCAP Parent Advisory. The purpose of these meetings was to review the implementation of the LCAP, examine metric results, solicit ideas for goals, and report out on actions and expenditures. Flyers in English and Spanish were sent home with students to invite families. Personal phone calls home were made to invite and encourage attendance.

Parent input indicated that there is widespread interest in and support for:

1. Increased ways to communicate between parents and teachers.
2. Continued social emotional counseling.
3. Personalized Learning Community (PLC) classrooms.

As a result of the input, this year more sites are using app-based communication tools and a few sites are piloting a new app-based communication tool. Our counseling efforts have increased through hiring additional counselors and beginning a counseling cohort which meets monthly to continuously improve. Parents and students continue to discuss their interest in our PLC programs and we have adjusted resources to allow for the PLC programs to grow.

### State Priority: School Climate

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety.

### School Safety Plan

SCCOE Alternative Education updates and reviews its School Safety Plan annually. The plan includes a Safe School Vision, a description of the school grounds and the condition of facilities. The plan also provides school rules and regulations as well as strategies and procedures for preventing and dealing with emergency situations.

The SCCOE Alternative Education Comprehensive School Safety Plan analyzes current school safety conditions, describes programs in place at our schools, and defines strategies and programs for continued improvement in providing a safe, orderly, school environment conducive to learning. The analysis results in a two action plans, one pertaining to school physical safety and the other centering on issues connected to maintaining a safe and positive school climate. Appendices follow the action plan. These Appendices include specific, mandated policies and procedures connected to the safety strategies and programs described within the analysis section.

The plan was developed by a safety committee with representation and input from the SCCOE School Site Council and local law enforcement. The plan was last reviewed and discussed with staff in September 2019 and will be updated prior to March 2020 for the 2020-21 school year. The safety committee utilizes multiple sources of data to conduct its study of the current state of school safety as it applies to both school climate and the physical environment. Sources used include, but are not limited to:

- Annual Facilities Inspections
- WASC Self-Study
- Student, Teacher, Parent Perception Surveys
- Program Course of Study
- Board Policies
- Healthy Kids Survey,
- United Way Community Assessment Project
- Site walk-throughs
- School Site Handbooks
- Student and Staff Interviews

Suspensions and Expulsions for the School	2016-17	2017-18	2018-19
Suspensions Rate	0.0	0.0	0.2
Expulsions Rate	0.0	0.0	0.0

Suspensions and Expulsions for the District	2016-17	2017-18	2018-19
Suspensions Rate	0.5	0.7	0.7
Expulsions Rate	0.0	0.0	0.0

Suspensions and Expulsions for the State	2016-17	2017-18	2018-19
Suspensions Rate	3.6	3.5	3.5
Expulsions Rate	0.1	0.1	0.1

### D. Other SARC Information

The information in this section is required to be in the SARC but is not included in the state priorities for LCFF.

#### Ratio of Academic Counselors to Pupils (School Year 2018-19)

Title	Ratio
Academic Counselor*	1:91

\* One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

**Student Support Services Staff (School Year 2018-19)**

Title	Number of Full-Time Equivalent (FTE)
Counselor (Social/Behavioral or Career Development)	7.14
Library Media Teacher (Librarian)	0
Library Media Services Staff (Paraprofessional)	0
Psychologist	0
Social Worker	1
Nurse	0
Speech/Language/Hearing Specialist	0
Resource Specialist (non-teaching)	3
Other	1.0

\* One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

**Professional Development provided for Teachers**

Measure	2017-18	2018-19	2019-20
Number of school days dedicated to Staff Development and Continuous Improvement	3	3	3

For the 2017-18, 2018-19, and 2019-20 school years, professional development has been focused on the implementation of the Common Core State Standards and Next Generation Science Standards, supporting English Learners, effective Math instruction, and the integration of technology. Social Emotional Learning and School Safety have also been a major focus integrated throughout the different Professional Development offerings. Training in Restorative Practices is a focus for professional development in 2019-20 as well as 2018-19 and Trauma Informed Care was a focus for 2017-18.

Alternative Education leadership and staff share a strong collegial bond based on trust and shared commitment to students and each other. Every year begins with a full-day orientation where the superintendent addresses the entire County Office staff. At this time, the administrative team of Alternative Education meets with the entire staff to set the tone for the year and to outline goals regarding student achievement and professional development. Goals are determined based on student achievement data from state tests and local benchmark assessments. Orientation day allows veteran staff members to meet new staff, which begins the process of forging community. At least one other opportunity each year is provided specifically for team building. Some years have included a staff meeting directed by a visiting team-building expert. At the beginning of the year, each staff member also receives a yearlong calendar outlining the focus of each weekly staff meeting and professional development days. In addition to a calendar, a staff handbook is provided that details everything from district policy to classroom procedures, as well as testing dates and evaluation procedures.

Three full days of professional development are offered each school year. Topics depend on current PD focus areas, student and staff needs, as well as on staff interest. Interest and needs are determined by survey data, formal and informal discussions between and among administrators and staff, and by data analysis. Teachers are also encouraged and supported to attend outside professional development conferences and workshops of interest. All new teachers are provided the opportunity to clear their credential through the Santa Cruz/Silicon Valley New Teacher Project, a teacher induction program. SCSVNTIP is a two-year program that involves the building of a teacher/mentor relationship and a series of New Teacher seminars designed to meet the California Standards for the Teaching Profession and facilitate development as a skilled teacher. New teachers are also mentored by a veteran teacher from Alternative Education, someone whose experience can help them with everyday operations and systems of classroom management. The mentor also facilitates visits to other alternative education sites to experience instructional strategies and management systems unique to particular alternative education student populations.

During the year, teachers and instructional aides attend weekly staff meetings. Each month, one meeting is focused on all staff (in 2017-18 the WASC accreditation self-study process was the primary focus), one is focused on collaboration at school sites, one is focused on Collaborative Learning Communities implementation, and in some months an additional meeting is focused on leadership teams and professional learning options. Collaborative Learning Communities (CLC) were developed for teachers to come together to learn about interactive instructional routines that work in conjunction with vocabulary instruction. The vocabulary instruction focuses on high impact words necessary for success in college and career. With the CLC, teachers have the opportunity to collaborate and compare instructional efforts. There is dedicated time for teachers to come together and evaluate student work, successes and challenges. Although we value our diverse and unique programs we hope that through this instructional emphasis, we can collectively focus on emphasizing effective instruction. In 2019-20 Collaborative Learning Communities continue to focus on developing common curriculum and instructional practices so that students have common content across Alt Ed that provides interdisciplinary/cross-curricular and engaging experiences. Teachers collaborate to create at least one unit and a sequence of lessons/activities that incorporate effective instructional practices to meet the needs of every student in areas chosen by each teacher.

#### FY 2017-18 Teacher and Administrative Salaries

Category	District Amount	State Average for Districts In Same Category
Beginning Teacher Salary	\$42,111	N/A
Mid-Range Teacher Salary	\$70,430	N/A
Highest Teacher Salary	\$87,939	N/A
Average Principal Salary (ES)	N/A	N/A
Average Principal Salary (MS)	\$109,535	N/A
Average Principal Salary (HS)	\$109,535	N/A
Superintendent Salary	\$243,101	N/A

Percent of District Budget	District Amount	State Average for Districts In Same Category
Teacher Salaries	N/A	N/A
Administrative Salaries	N/A	N/A

\* For detailed information on salaries, see the CDE Certificated Salaries & Benefits webpage at [www.cde.ca.gov/ds/fd/cs/](http://www.cde.ca.gov/ds/fd/cs/).

#### Types of Services Funded

##### Counseling

The aim of the SCCOE Alternative Education programs is not only to build academic skills, but also develop life skills, a positive self-concept, appropriate peer relationships, and to help students become productive citizens for the future. Teachers and support staff receive training in the area of conflict resolution and restorative justice. There are social-emotional counselors who work at various sites to support students and staff. To increase services, Alternative Education contracted with Encompass Youth Services to provide additional counseling to our programs and hired a Gang Prevention Counselor as well as a Health and Sex Ed Educator.

##### English Learners

The Alternative Education Project Director also serves as the English Learner (EL) Coordinator who reviews and recommends curriculum, and oversees staffing to ensure bilingual and bi-cultural personnel are appropriately placed at sites as determined by student and community need. The Project Director/ EL Coordinator facilitates ELAC and DELAC, working directly with parents in support of their students' education. The Monthly English Language Development (MELD) program from the Orange County Department of Education has been adopted. Teachers have access to all the units, some teachers have received formal trainings, and many teachers modify the curriculum to meet the needs of their students. MELD is arranged by eight language functions (Making Predictions, Explain and Describe, Sequencing Events, Compare and Contrast, Expressing Opinions, Requesting Information, etc.). MELD's intention is to engage the student in the use of language structures necessary to complete the focused language function. Staff have been introduced to and are exploring the California EL Roadmap and we send a group of teachers to the countywide Multilingual Network Meetings. This year we are improving stakeholder engagement and gathering input to better serve our English Learners.

##### Career/Vocational (Preparedness to Enter Workforce)

Two Work Experience Specialists assist students to find meaningful employment. Classroom teachers are all trained in the Roadmaps Career Education curriculum. Students identify their skills and abilities, learn how to use the Internet, and create resumes and letters of introduction. The California CareerZone is utilized to assist students in identifying career pathways and interests.

##### Career Technical Education (CTE)

CTE courses are offered to students within some programs. Courses include: Construction Technology, Agriculture Production, Early Childhood Education, Culinary Arts, Fire Science, Hospitality, Tourism, & Recreation, Criminal Justice, and Landscape Design. Courses are offered in partnership with the Career and Technical Education Partnership (CTEP) at the Santa Cruz County Office of Education. Some students also participate in weekly internships.

##### Arts

Alternative Education Program partners with the William James Arts Education Program to provide a variety of arts programming at each site. The classes include: watercolor painting, sculpture, graphic design, mural design and painting, mask making, collage, ceramics, and sewing. The Santa Cruz COE was awarded one of the state SSAE grants. Part of the mission of the grant was to increase the arts opportunities for our Alternative Education students. We have several programs at various locations in our county. One of our most public programs was the mural and theater program. There have been 22 arts programs in 14 of the Alternative Education classrooms. We have had Poetry and Photography projects; several other mural design and construction projects; theater and dance programs including hip hop and improvisational movement; ceramics programs; Impressionism studies; and a math and movement class.

##### Physical Education

The Alternative Education Department participates in the Monterey Bay Alternative Athletic League. Over ten schools participate in competitive team sports including volleyball, basketball and softball. In addition to organized sports, students have the opportunity to participate in health and wellness classes.

#### FY 2017-18 Expenditures Per Pupil and School Site Teacher Salaries

Level	Total	Restricted	Unrestricted	Average Teacher Salary
School Site	\$17,329.91	\$4,248.94	\$13,080.96	\$80,353.12
District	N/A	N/A	\$17,264.14	N/A
State	N/A	N/A	\$7,506.64	N/A

Percent Differences	Unrestricted	Average Teacher Salary
School Site/District	-27.6	1.3
School Site/ State	54.2	N/A

Note: Cells with N/A values do not require data.

The California Department of Education issued guidance to LEAs on August 1, 2018, regarding how to calculate school-level per-pupil expenditures that will be reported on 2018-19 report cards.

## Academic Tutoring Services

Alternative Educations offers tutoring to students who are performing two or more years below grade level on state tests and local benchmark assessments. Students are able to focus on basic skills and improve their confidence in academic subjects.

### Dropout Rate and Graduation Rate (Four-Year Cohort Rate)

Rate for Santa Cruz County Community	2015-16	2016-17	2017-18
Dropout Rate	29.8	22.4	47.8
Graduation Rate	58.3	60.5	51.1

Rate for Santa Cruz County Office of	2015-16	2016-17	2017-18
Dropout Rate	29	20.4	49.3
Graduation Rate	60.1	62.2	49.3

Rate for California	2015-16	2016-17	2017-18
Dropout Rate	9.7	9.1	9.6
Graduation Rate	83.8	82.7	83

For the formula to calculate the 2016-17 and 2017-18 adjusted cohort graduation rate, see the 2018-19 Data Element Definitions document located on the SARC web page at <https://www.cde.ca.gov/ta/ac/sa/>.

### Career Technical Education Participation

Measure	CTE Program Participation
Number of pupils participating in CTE	131
% of pupils completing a CTE program and earning a high school diploma	15
% of CTE courses sequenced or articulated between the school and institutions of postsecondary education	100

### Courses for University of California (UC) and/or California State University (CSU) Admission

UC/CSU Course Measure	Percent
2018-19 Pupils Enrolled in Courses Required for UC/CSU Admission	10
2017-18 Graduates Who Completed All Courses Required for UC/CSU Admission	48

## Career Technical Education Programs

In close cooperation with classroom teachers, students are provided comprehensive vocational assessment using the California CareerZone Interest Inventory (part of our Roadmaps Curriculum) and individualized goals are developed at intake as part of an individualized learning plan (ILP). Students are provided an array of services ranging from individual job search and placement assistance, credit analysis and review, exposure to community service activities, guest speakers and field trips, enrollment in on-site Job Search and Work Experience Programs, and assistance with enrollment in post-secondary and other vocational training programs (such as the Career & Technical Education Partnership (CTEP), Adult Education and community college classes). Students are taken out in the community to facilitate job acquisition and are provided assistance in requesting applications, filling out applications, interviewing and completing new-job paperwork requirements. Once employed, students are provided a comprehensive Work Experience program focused on job retention and success. Teaching staff has been provided in-service training in integrating the Roadmaps Curriculum into the regular curriculum and provided with materials for use in the classroom. The primary representative for the CTE advisory committee is Mark Hodges, CTEP Director. The industries represented are: Construction Technology, Agriculture Production, Early Childhood Education, Culinary Arts, Fire Science, Hospitality, Tourism, & Recreation, Criminal Justice and Landscape Design.

The Santa Cruz County Alternative Education department works in conjunction with community colleges throughout the greater San Francisco Bay Area and our local Cabrillo College to help facilitate the transition from our program to college. In addition, the SCCOE Alternative Education department works closely with local industry to support students in finding and keeping jobs in our community. Our Work Experience Coordinator and specialists work with our Alternative Education students throughout Santa Cruz County. Students in our programs have access to individualized assistance with their resume, interview preparation, and career exploration.

Teachers at all of our sites tie their curriculum and instruction to college and career themes. At numerous sites, students have the opportunity to engage in Work Based Learning (WBL). WBL is a great opportunity for students to bridge their in-class learning with real world, hands-on activities. Students who participate in WBL or internships have the chance to learn valuable soft skills alongside their peers.

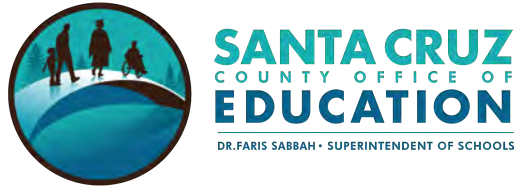
## DataQuest

DataQuest is an online data tool located on the CDE DataQuest web page at <https://dq.cde.ca.gov/dataquest/> that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

## Internet Access

Internet access is available at public libraries and other locations that are publicly accessible (e.g., the California State Library). Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.





## SANTA CRUZ COUNTY BOARD OF EDUCATION

### AGENDA ITEM

**Board Meeting Date:** Feb. 20, 2020

☒

**Action**

☐

**Information**

**TO:** Santa Cruz County Board of Education

**FROM:** Adam Wade, Coordinator, Alternative Education Program

**SUBJECT:** Alternative Education Career Advancement Charter School Accountability Report Card (SARC)

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### BACKGROUND

California Education Code 33126 requires California public schools to annually provide information to the community to allow public comparison of schools for student achievement, environment, resources & demographics.

### SUPERINTENDENT'S RECOMMENDATION FOR BOARD ACTION:

Approve the School Accountability Report Card.

### FISCAL IMPLICATIONS:

Detailed herein.

# Career Advancement Charter, Re-Entry High School for Adults



400 Encinal St. • Santa Cruz, CA 95060-2115 • (831) 466-5728 • Grades 12

Jenny Russell, Principal

Johnny Rice, Senior Director

Dr. Faris Sabbah, Superintendent

## 2018-19 School Accountability Report Card

Published During the 2019-20 School Year



### Santa Cruz County Office of Education

400 Encinal Street  
Santa Cruz, CA 95060  
(831) 466-5600  
[www.santacruzcoe.org](http://www.santacruzcoe.org)

#### District Governing Board

Sue Roth

#### Trustee & Board Vice President

Bruce Van Allen

Trustee

Sandra Nichols

Trustee

Rose Filicetti

Trustee

Dana M. Sales

#### Trustee & Board President

Abel Sanchez

Trustee

Jane Barr

Trustee

#### District Administration

Dr. Faris Sabbah

Superintendent

Johnny Rice

Senior Director

### School Description

The Santa Cruz County Office of Education (SCCOE) Career Advancement Charter (CAC) was authorized as a dependent charter by the SCCOE to serve adult students through small, strategically designed learning sites countywide. The school was launched in September 7, 2017 offering preliminary services at three locations: Sequoia High School in Watsonville, Rountree Jail Facility also in Watsonville, and the Main Jail in Santa Cruz, as well as the Blaine St. Women's Facility. All students are provided an instructional program toward receiving a high school diploma (HSD). Students at the Sequoia access Career Technical Education (CTE) classes in culinary arts, construction technologies, and the Sueños program at the Sequoia site offers CTE classes in hospitality services to students who qualify. Students at the Rountree jail facility may access CTE classes in culinary arts, cabinetry construction and agricultural technology.

As a dependent charter of the SCCOE under the department of Alternative Education, the CAC partners with the Workforce Development Board, neighboring school districts and high schools, Probation, Homeless and Foster Youth, SCCOE SPED programs, and other agencies to achieve this mission; that each student experience success "re-entering" school, exploring a career learning pathway and completing their high school diploma. The CAC is committed to fostering a positive learning experience for each student, while simultaneously guiding the student into a viable post high school career pathway. CAC students receive individualized, goal oriented, work-based, relationship-focused, innovative and rigorous instruction, resulting in graduates who have successfully completed all academic requirements toward earning a HSD, while exploring job training opportunities and being prepared for enrollment into Cabrillo or Hartnell Community College.

### Demographics

The majority of CAC students are determined and resilient young adults between the ages of 18-26, who have not had prior success in high school. CAC students enroll with a high desire "start getting ahead" however, many of these students lack resources, support, skills, confidence and focus to stay on-track, or to navigate forward past attainment of a high school diploma. Some CAC students are in recovery from gangs or addiction, taking the endeavor of self improvement "one day at a time". Over 85% of the non-jail CAC students are working at one, or two, minimum wage jobs earning low incomes and relying on insufficient transportation resources. Over 60% of the students care for young children and or disabled family members. Many CAC graduates are first or second generation immigrants. Many CAC students will be the first person in their family to attend high school or college. Upon enrollment, all CAC students express a desire to complete their high school diploma and advance into a high paying job.

High need. Most CAC students say that they are uncertain just how to move forward with navigating through into higher education, improving their lives economically or choosing a viable career pathway. Most feel constrained by limited time and resources to attend school. Housing and financial insecurity is a looming challenge for all low income residents in Santa Cruz county. Although the students work hard and are resilient, the personal narrative essays of each new student indicate that they have experienced high levels of stress and trauma associated with unstable family histories, economic poverty, high mobility, exposure to abuse, gangs, drugs, and the challenge of immigration. Regardless of the significant obstacles that the students face, the majority of them work extremely hard to meet their weekly academic and personal improvement goals. 80% of the CAC students who enroll, successfully push forward to completion of their diploma, and of those graduates, at least 25% have registered into the local community college. Aside from attainment of the HSD, a primary focus of the CAC is to increase the number of students who successfully register into community college (or a viable job training program) with a clear career pathway identified, before graduation from the CAC.

Lots of encouragement. The CAC students require consistent and skilled, culturally sensitive case management. CAC teachers and staff provide ongoing encouragement to keep students focused, on-track and to “keep coming back”. The CAC student responds positively to frequent positive phone calls, texts, individualized coaching, tutoring, small group meetings with dinner provided and encouragement in English and Spanish.

English Language Learners. The need for bilingual support and instruction is growing at the CAC, especially in the Watsonville and Live Oak area, as recent graduates are informing peers and families that there is a “new” no-cost, bilingual, local HSD options for adults in the evening.

Dropouts who want to drop back in. Most CAC students have attended a school in the United States previously, but left high school before completion due to the many factors mentioned below. Most CAC students have an income level below federal poverty guidelines. Though the CAC does not ask or collect information, we are aware of the following demographics in the non-jail sites:

- Former Individualized Educational Program (Special Education): (26%)
- Mental Health services: (15+%)
- Qualified for Migrant services: (24%)
- Parenting (60%)
- Homeless, foster, transitional or insecure housing: (40+%)

Incarcerated:

- Main Jail and Rountree Jail (100%)
- Former or current Probation: Sequoia site (26%)
- North County sites (TBD)

## About the SARC

By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

- For more information about SARC requirements, see the California Department of Education (CDE) SARC web page at <https://www.cde.ca.gov/ta/ac/sa/>.
- For more information about the LCFF or LCAP, see the CDE LCFF web page at <https://www.cde.ca.gov/fg/aa/lc/>.
- For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

## 2018-19 Student Enrollment by Group

Group	Percent of Total Enrollment
Black or African American	0.9
Hispanic or Latino	81.1
Native Hawaiian or Pacific Islander	0.9
White	15.1
Socioeconomically Disadvantaged	27.4
English Learners	34.9

## 2018-19 Student Enrollment by Grade Level

Grade Level	Number of Students
Grade 12	106
Total Enrollment	106

## A. Conditions of Learning

### State Priority: Basic

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair

Teacher Credentials for Career Advancement Charter, Re-Entry High School for Adults	17-18	18-19	19-20
With Full Credential	4	5	6
Without Full Credential	0	0	0
Teaching Outside Subject Area of Competence	0	0	0

Teacher Credentials for Santa Cruz County Office of Education	17-18	18-19	19-20
With Full Credential	♦	♦	35.49
Without Full Credential	♦	♦	0
Teaching Outside Subject Area of Competence	♦	♦	0

### Teacher Misassignments and Vacant Teacher Positions at Career Advancement Charter, Re-Entry High School for Adults

Indicator	17-18	18-19	19-20
Teachers of English Learners	0	0	0
Total Teacher Misassignments*	0	0	0
Vacant Teacher Positions	0	0	0

\* Note: "Misassignments" refers to the number of positions filled by teachers who lack legal authorization to teach that grade level, subject area, student group, etc.

\*Total Teacher Misassignments includes the number of Misassignments of Teachers of English Learners.

### Quality, Currency, Availability of Textbooks and Instructional Materials (School Year 2019-20)

Annually, in September, the Santa Cruz County Office of Education's Governing Board holds a public meeting and passes a resolution regarding the sufficiency of textbooks and instructional materials for Alternative Education programs in English Language Arts, Mathematics, Science, History-Social Science, Foreign Language, Health, and Visual and Performing Arts. To prepare for this, Alternative Education staff inventories texts at all school sites prior to the start of the school year, makes appropriate purchases, and distributes textbooks and instructional materials to each site. At the beginning of the school year, administrators conduct a survey to identify additional textbooks and instructional materials needed by teachers and deliver them from storage. Administrators then visit all sites to visually verify the sufficiency of textbooks and instructional materials in all classrooms. Textbooks and instructional materials are selected by a teacher committee and selections are based on several factors including accessibility, state board approval/recommendation, standards alignment, student engagement elements, and appropriate reading level.

### Textbooks and Instructional Materials

Year and month in which data were collected: September 2019

Core Curriculum Area	Textbooks and Instructional Materials/Year of Adoption
Reading/Language Arts	AGS English, Side by Side, Newsela The textbooks listed are from most recent adoption: Yes Percent of students lacking their own assigned textbook: 0
Mathematics	AGS Math and Algebra The textbooks listed are from most recent adoption: Yes Percent of students lacking their own assigned textbook: 0
Science	AGS Life Science, Physical Science The textbooks listed are from most recent adoption: Yes Percent of students lacking their own assigned textbook: 0
History-Social Science	AGS World Civilizations, U.S. History, Economics, Government The textbooks listed are from most recent adoption: Yes Percent of students lacking their own assigned textbook: 0

Note: Cells with N/A values do not require data.

### School Facility Conditions and Planned Improvements (Most Recent Year)

Sites are clean, safe and are maintained by either the SCCOE or by the partnering agency. A recent facilities inspection found a few minor deficiencies, but they have all been corrected and there are no outstanding work orders at this time. SCCOE takes great efforts to ensure that all schools are clean, safe, and in "Good Repair." To assist in this effort, SCCOE Maintenance & Operations staff conducts a facility inspection annually. The goal of the inspection is to (i) assist programs in evaluating their self-audit procedures, (ii) facilitate the identification of conditions which may pose a risk of injury and/or property damage, and (iii) provide recommendations and/or suggestions to help mitigate the risks identified. The results of this inspection are available at the LEA office.

Below is more specific information on the condition of the school sites and the efforts made to ensure that students are provided with a clean, safe, and functional learning environment.

- Maintenance and Repair

SCCOE maintenance staff ensures that the repairs necessary to keep the school in good repair and working order are completed in a timely manner. A work order process is used to ensure efficient service and that emergency repairs are given the highest priority.

- Cleaning Process and Schedule

SCCOE has adopted cleaning standards for all school sites. The Director of Maintenance and Operations works daily with the custodial staff to assign cleaning schedules to ensure clean and safe schools.

- New School Construction Projects

Construction of a new school site (Sequoia Schools) was completed during the 2016-17 school year. This school site is the largest Alternative Education program offered by SCCOE. There is a high school, junior high, independent studies program, personalized learning program, child development center, and Sequoia Academy, all housed at the new Sequoia campus.

Overall, all sites and classrooms were in "Good Repair" and there were no high priority recommendations offered in the inspection report.

### School Facility Good Repair Status (Most Recent Year) Year and month in which data were collected: September 2019

System Inspected	Repair Status	Repair Needed and Action Taken or Planned
<b>Systems:</b> Gas Leaks, Mechanical/HVAC, Sewer	Good	
<b>Interior:</b> Interior Surfaces	Good	
<b>Cleanliness:</b> Overall Cleanliness, Pest/ Vermin Infestation	Good	
<b>Electrical:</b> Electrical	Good	
<b>Restrooms/Fountains:</b> Restrooms, Sinks/ Fountains	Good	
<b>Safety:</b> Fire Safety, Hazardous Materials	Good	
<b>Structural:</b> Structural Damage, Roofs	Good	
<b>External:</b> Playground/School Grounds, Windows/ Doors/Gates/Fences	Good	
<b>Overall Rating</b>	<b>Good</b>	

## C. Engagement

### State Priority: Parental Involvement

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3):

- Efforts the school district makes to seek parent input in making decisions for the school district and each school site

### Opportunities for Parental Involvement (School Year 2019-20)

Students, staff, and community stakeholders participated to monitor the goals and action steps of the 2018-2019 LCAP, and were involved in the development of the 2019-2020 LCAP for the Career Advancement Charter (CAC). They were involved through surveys, discussions, and the analysis of qualitative and quantitative data at various forums that included monthly Advisory Council meetings, staff meetings, and an extensive mid-year LCAP review with needs assessment. As with any new school program, there are questions and puzzles to be figured out almost every day.

A learning community beyond just academics. The CAC staff is eager to understand the needs of their students, and to explore resources to address those needs. The school culture is inclusive. Students are often surveyed, or invited to join in a "round table" style dinner meeting with staff, in order to share ideas, foster community dialogue, and solve problems together. The staff is committed to designing a program that is relevant, culturally sensitive, respectful and democratic. Staff model a data driven decision making process with students, and consistently encourage all students to participate in the design of this new and growing school program. CAC Adult Re-entry for non-jail students offers monthly Site Council meeting that includes students, families and community partners.

### State Priority: School Climate

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety.

### School Safety Plan

SCCOE Alternative Education updates and reviews its School Safety Plan annually. The plan includes a Safe School Vision, a description of the school grounds and the condition of facilities. The plan also provides school rules and regulations as well as strategies and procedures for preventing and dealing with emergency situations.

The SCCOE Alternative Education Comprehensive School Safety Plan analyzes current school safety conditions, describes programs in place at our schools, and defines strategies and programs for continued improvement in providing a safe, orderly, school environment conducive to learning. The analysis results in a two action plans, one pertaining to school physical safety and the other centering on issues connected to maintaining a safe and positive school climate. Appendices follow the action plan. These Appendices include specific, mandated policies and procedures connected to the safety strategies and programs described within the analysis section.

The plan was developed by a safety committee with representation and input from the SCCOE School Site Council and local law enforcement. The plan was last reviewed and discussed with staff in September 2019 and will be updated prior to March 2020 for the 2020-21 school year. The safety committee utilizes multiple sources of data to conduct its study of the current state of school safety as it applies to both school climate and the physical environment.

Sources used include, but are not limited to:

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- Student and Staff Interviews

Suspensions and Expulsions for the School	2016-17	2017-18	2018-19
Suspensions Rate		0.0	0.0
Expulsions Rate		0.0	0.0

Suspensions and Expulsions for the District	2016-17	2017-18	2018-19
Suspensions Rate	0.5	0.7	0.7
Expulsions Rate	0.0	0.0	0.0

Suspensions and Expulsions for the State	2016-17	2017-18	2018-19
Suspensions Rate	3.6	3.5	3.5
Expulsions Rate	0.1	0.1	0.1

#### D. Other SARC Information

The information in this section is required to be in the SARC but is not included in the state priorities for LCFF.

##### Ratio of Academic Counselors to Pupils (School Year 2018-19)

Title	Ratio
Academic Counselor*	N/A

\* One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

##### Student Support Services Staff (School Year 2018-19)

Title	Number of Full-Time Equivalent (FTE)
Counselor (Social/Behavioral or Career Development)	0
Library Media Teacher (Librarian)	0
Library Media Services Staff (Paraprofessional)	0
Psychologist	0
Social Worker	0
Nurse	0
Speech/Language/Hearing Specialist	0
Resource Specialist (non-teaching)	0
Other	0

\* One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

#### Professional Development provided for Teachers

Measure	2017-18	2018-19	2019-20
Number of school days dedicated to Staff Development and Continuous Improvement	3	3	3

Staff uses online resources, such as Newsela, Khan Academy and Google Suite. Staff attended preliminary training, and have begun setting up assessments in job literacy Reading and Math through a statewide adult education program online services called Comprehensive Adult Student Assessment System (CASAS). In 2018-2019 CAC Sequoia staff attended trainings and the SCCOE Alt Ed technology department started to set-up the California adult learners online assessment and data reporting system called CASAS-TopsPro. These individual "pre" and "post" student assessments in job skills Reading and Math will inform instruction and provide key data to monitor progress and skills development beginning in 2019-2020. Other Professional Development was provided to teachers in Cultural sensitivity, Integrated ELD, Career Coaching Training, and other site-specific topics.

**FY 2017-18 Teacher and Administrative Salaries**

Category	District Amount	State Average for Districts In Same Category
Beginning Teacher Salary	\$42,111	N/A
Mid-Range Teacher Salary	\$70,430	N/A
Highest Teacher Salary	\$87,939	N/A
Average Principal Salary (ES)	N/A	N/A
Average Principal Salary (MS)	\$109,535	N/A
Average Principal Salary (HS)	\$109,535	N/A
Superintendent Salary	\$243,101	N/A

Percent of District Budget	District Amount	State Average for Districts In Same Category
Teacher Salaries	N/A	N/A
Administrative Salaries	N/A	N/A

\* For detailed information on salaries, see the CDE Certificated Salaries & Benefits webpage at [www.cde.ca.gov/ds/fd/cs/](http://www.cde.ca.gov/ds/fd/cs/).

**Types of Services Funded**

Interventions: Two (.50) Instructional Aides were hired to provide academic support to students at three CAC sites; Sequoia, Cabrillo Aptos, and Central Office Encinal.

ESL: In February 2019 an English as a Second Language teacher was hired to teach ESL one night a week at the Sequoia site. The ESL class is designed to support students who have are at a level of emerging literacy in English. ESL will improve services to LEP student who do not have the language skills, and or prior academic skills to access the high school curriculum.

Partnerships: The enrollment specialist and the academic teacher reach-out to the student's service providers and facilitate effective collaborations, in order to create a "net of support" that will work with the student into, through and beyond their high school career.

- Probation - Enrollment specialist collaborates with P.O. officers to assist students with enrollment into school.
- Mental Health - Teachers and the enrollment specialist refer to SCCOE Mental Health service providers to help support students
- Homeless and Foster Youth - Enrollment Specialist collaborates with PVUSD and COE case managers to identify the needs of Foster Youth and/or homeless students
- Migrant Education: Enrollment Specialist partners with PVUSD Migrant Education for Out of School Youth
- Main/Rountree/Blain Jail Sites: Teachers partner with the Department of Corrections and the Department of Probation to offer wrap around services to identify and meet each students' academic, social-emotional, and health needs.

Additional resources, child care, meal support services (Sequoia), and ongoing bilingual outreach are needed to maintain/increase enrollment at all non-jail CAC sites. Increased teacher FTE needed to meet demand for Independent Studies at 4-5 sites across the county.

These additional resources will be used to support:

Student attendance

Improve clerical articulation between the sites and the COE

Implement CASAS assessments and online learning

College registration

Maintain curriculum resources for teachers, access to visual arts opportunities, elective credit oversight and math tutoring.

Provide effective outreach, registration, enrollment and attendance records

Meet all clerical needs

Evening childcare and dinner resources. At least 60% of the CAC students at the Sequoia site have young children and/or day jobs. A food manager and two child care specialists are needed at the Sequoia site to ensure all students have fair access to elective and enrichment programs on-site such as CTEP, Suenos, ESL, Math tutoring, Leadership meetings, Career Coaching, and Digital Literacy workshops

**FY 2017-18 Expenditures Per Pupil and School Site Teacher Salaries**

Level	Total	Restricted	Unrestricted	Average Teacher Salary
School Site	\$3,244.05	\$0	\$3,244.05	\$99,679
District	N/A	N/A	N/A	N/A
State	N/A	N/A	\$7,506.64	N/A

Percent Differences	Unrestricted	Average Teacher Salary
School Site/District	N/A	N/A
School Site/ State	-79.3	N/A

Note: Cells with N/A values do not require data.

The California Department of Education issued guidance to LEAs on August 1, 2018, regarding how to calculate school-level per-pupil expenditures that will be reported on 2018-19 report cards.



**Dropout Rate and Graduation Rate (Four-Year Cohort Rate)**

Rate for Career Advancement Charter,	2015-16	2016-17	2017-18
Dropout Rate	N/A	N/A	86.7
Graduation Rate	N/A	N/A	4.4

Rate for Santa Cruz County Office of	2015-16	2016-17	2017-18
Dropout Rate	29	20.4	49.3
Graduation Rate	60.1	62.2	49.3

Rate for California	2015-16	2016-17	2017-18
Dropout Rate	9.7	9.1	9.6
Graduation Rate	83.8	82.7	83

For the formula to calculate the 2016-17 and 2017-18 adjusted cohort graduation rate, see the 2018-19 Data Element Definitions document located on the SARC web page at <https://www.cde.ca.gov/ta/ac/sa/>.

**Career Technical Education Participation**

Measure	CTE Program Participation
Number of pupils participating in CTE	26
% of pupils completing a CTE program and earning a high school diploma	0
% of CTE courses sequenced or articulated between the school and institutions of postsecondary education	100

**Career Technical Education Programs**

Students earn credits through individualized instruction, CTE course participation, and completion of activity logs, career exploration learning reflective journals, and independent studies. Each student has an individual graduation plan based on the number of credits needed in each subject area. Students are encouraged and supported to enroll in one of the various CTE courses offered on-site, and students who are/were Migrant may enroll in Cyber high PASS online credit recovery as well. The new student is given a weekly appointment time to check-in with the enrollment specialist and also with the academic teacher, who will provide ongoing support to the student as they progress toward their goal of obtaining the HSD.

Many Charter students are employed in entry level positions when they enroll with us, and desire to learn new job skills. They are provided with opportunities to reflect on current job learning and improve skills in their current workplace, while exploring areas for career growth, and learn about new college and career options. Four additional Career Technical Education courses were offered at the Rountree Jail Facility and one CTE Course at Blaine St. Jail facility.

**DataQuest**

DataQuest is an online data tool located on the CDE DataQuest web page at <https://dq.cde.ca.gov/dataquest/> that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

**Internet Access**

Internet access is available at public libraries and other locations that are publicly accessible (e.g., the California State Library). Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.



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DR. FARIS SABBABH • SUPERINTENDENT OF SCHOOLS

## SANTA CRUZ COUNTY BOARD OF EDUCATION

### AGENDA ITEM

**Board Meeting Date:** Feb. 20, 2020

☐

**Action**

☒

**Information**

**TO:** Santa Cruz County Office 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.

---

## Reminder - Capitol Advisors 20-21 Budget Workshop, Tomorrow 1/29 at COE

1 message

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**Sage Leibenson** <sleibenson@santacruzcoe.org>

Tue, Jan 28, 2020 at 9:23 AM

To: board@santacruzcoe.org

Cc: Faris Sabbah <fsabbah@santacruzcoe.org>

Hi Trustees,

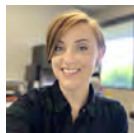
Capitol Advisors will be hosting a workshop on the Governor's 20-21 Budget tomorrow, Wednesday **Jan. 29th in the COE Tech Center from 2:00 - 4:30pm.**

If you're interested, you may register here at:

<https://budgetperspectivesworksho.regfox.com/governors-budget-workshop-2020-21>

Respectfully,

--



**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



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Create your own [email signature](#)

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## Fwd: Please join us for the 36th Annual Martin Luther King Jr. Convocation

---

**Sage Leibenson** <sleibenson@santacruzcoe.org>  
To: board@santacruzcoe.org  
Cc: Faris Sabbah <fsabbah@santacruzcoe.org>

Wed, Jan 29, 2020 at 9:38 AM

Good morning,

Please find the following upcoming event information attached from Sue Roth.

Best,

[View this email in a browser](#)



Please join us for the 36th Annual UC Santa Cruz Martin Luther King Jr. Memorial Convocation featuring **Charlene Carruthers**, strategist, author, and leading organizer in today's black liberation movement. *Plus* presentation of the 12th annual Tony Hill Memorial Award.

---

**Monday, February 10, 2020**

*All of Us or None: Organizing for Powerful,  
Liberated, and Beloved Communities*

Doors open at 6:30 p.m.

Lecture starts at 7 p.m.

[Santa Cruz Civic Auditorium](#)

Free and open to the public.

This year's program will feature a conversation between Charlene Carruthers and UC Santa Cruz faculty member, Savannah Shange.

Have a question you would like Carruthers and Shange to discuss?

Submit question

**Deadline to submit questions is January 31.**

*All of Us or None: Organizing for Powerful, Liberated, and Beloved Communities*

*In this talk, Charlene Carruthers will draw upon the Black radical tradition as seen in Dr. King's political evolution, the organizers who shaped his leadership, and the lessons she's learned over the past 15 years of radical Black feminist activism and community organizing. Through historical reflection and analysis of current movements (local and global), this talk will explore efforts to build political power and the "beloved community" Dr. King spoke of through a radical, abolitionist, Black queer feminist approach.*

**Questions about the event?** Contact the UC Santa Cruz Special Events Office at (831) 459-5003 or [specialevents@ucsc.edu](mailto:specialevents@ucsc.edu).

## Charlene Carruthers



Charlene Carruthers is a strategist, author, and leading organizer in today's black liberation movement. As the founding national director of BYP100 (Black Youth Project 100), she has worked alongside hundreds of young black activists to build a national base of activist member-led organizations of black 18- to 35-year-olds dedicated to creating justice and freedom for all black people.

A global traveler and connector, Charlene weaves together history, first-hand experiences, and practical advice in her talks. Her more than 15 years of experience in social movement work sets the tone for truth-telling dialogue on what today's movement for black liberation is all about. Discussing current events, politics, feminism, LGBTQ justice, and history of the Black Radical

Tradition, Charlene inspires everyday people to take collective action for the sake of securing freedom for all.

## Community partners:



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### 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

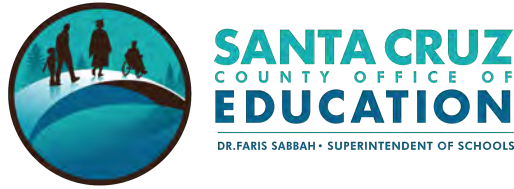
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**W** www.santacruzcoe.org

**Pronouns:** They/Them





## SANTA CRUZ COUNTY BOARD OF EDUCATION

### AGENDA ITEM

**Board Meeting Date:** Feb. 20, 2020

☐

Action

☒

Information

**TO:** Santa Cruz County Office of Education

**FROM:** Debi Bodenheimer, Associate Superintendent, Educational Services  
Denise Sanson, Senior Director, Educational Services

**SUBJECT:** LCAP Dashboard Update

### BACKGROUND

The California School Dashboard for school districts and school sites for the 2018-2019 school year was released to the public in December, 2019. The Dashboard reports on district progress in the following state measures: Academic (Math and ELA), Suspension Rate, Chronic Absenteeism, English Learner, Graduation and College/Career. There are also five local indicators. Performance on the **state measures** is based on data from both the current and prior years. Any LEA, school, or student group with at least 30 students in both the current and prior year receives a **performance level** for each applicable state measure. There are **five** performance levels, and each is assigned a different color: Red is the lowest performance level, Orange is the second lowest, Yellow is the middle point, Green is the second highest, and Blue is the highest performance level.

### SUPERINTENDENT'S RECOMMENDATION FOR BOARD ACTION:

No action required.



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## SANTA CRUZ COUNTY BOARD OF EDUCATION

### AGENDA ITEM

**Board Meeting Date:** Feb. 20, 2020

☐

Action

☒

Information

**TO:** Santa Cruz County Office of Education

**FROM:** Tracey Rattray, Executive Director, CA Wellness Trust

**SUBJECT:** California Wellness Trust

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### BACKGROUND

The Board will receive a presentation about the the California Wellness Trust. This trust would provide dedicated funding each year to local communities to promote health equity and prevent the leading causes of illness, injury, and premature death. By funding organizations and local governments to create healthier schools and neighborhoods, this initiative can improve student wellbeing and save school districts money.

### SUPERINTENDENT'S RECOMMENDATION FOR BOARD ACTION:

Receive presentation.





## SANTA CRUZ COUNTY BOARD OF EDUCATION

### AGENDA ITEM

**Board Meeting Date:** Feb. 20, 2020

☒

Action

☐

Information

**TO:** Santa Cruz County Board of Education

**FROM:** Dr. Faris Sabbah, County Superintendent of Schools

**SUBJECT:** PCS Memorandum of Understanding

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### BACKGROUND

Staff will present their recommendations about the Memorandum of Understanding (MOU) required to approve the Petition to Renew Pacific Collegiate Charter School for the Board's consideration.

### SUPERINTENDENT'S RECOMMENDATION FOR BOARD ACTION:

Approve MOU.

### FISCAL IMPLICATIONS:

None.

# Charter School Memorandum of Understanding

Between

Santa Cruz County Board of Education,

Santa Cruz County Superintendent of Schools/Office of  
Education,

And

Pacific Collegiate School

July 1, 2020 - June 30, 2025

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## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (MOU) is made and entered into this 20th day of February, 2020, by, between, and among the Santa Cruz County Board of Education (hereinafter "the County Board"), Santa Cruz County Superintendent of Schools/Office of Education (hereinafter "the Santa Cruz COE"), and Pacific Collegiate School, (hereinafter referred to as "PCS" or "Charter School"). Hereinafter, the County Board, the Santa Cruz COE, and PCS shall be collectively referred to as "the parties."

### **I. PURPOSE OF MEMORANDUM OF UNDERSTANDING**

- The State of California enacted the Charter Schools Act of 1992 (hereinafter "The Act") authorizing the formation of charter schools with the intent that the schools improve student learning through a variety of means, including increased learning opportunities, innovative teaching methods, performance-based accountability, and expanded choice for parents within the public school system.
- The Act authorizes the County Board to grant charter petitions under specified circumstances. The County Board has approved a charter renewal petition for PCS for a five-year period beginning July 1, 2020 through June 30, 2025, pending approval of this Memorandum of Understanding.
- PCS is operated as a California non-profit public benefit corporation in accordance with Education Code section 47604. PCS and its Board of Directors are responsible for the Charter School's compliance with the terms of the renewed Charter and with this MOU.
- All parties agree that no single party to this MOU waives any of the rights, responsibilities and privileges established by the Charter Schools Act of 1992 that may change from time to time during the Term of this MOU unless specifically addressed in this MOU.
- To the extent permitted by applicable law, the County Board has, by agreement with the County Superintendent, delegated its obligations to oversee the Charter School, whether arising at law, by the terms of Charter School's renewed Charter, by this Agreement, or from any other source, to the Santa Cruz COE; and in connection with the said delegation, the Santa Cruz COE shall report periodically to the County Board.
- The fundamental interest of the Santa Cruz COE and County Board is – on a continuing basis – to be reasonably assured that PCS is:
  - Implementing the provisions of the renewed Charter as approved.
  - Obeying all requirements of federal, state, and local law that apply to the Charter School.
  - Being operated prudently and soundly in all respects.
  - Providing a sound education for all of the Charter School's students.
- The parties recognize that there are a limited number of matters related to the operation of this Charter School and the effective oversight of PCS, which go beyond the provisions included in the Charter School's renewed Charter or which need further clarification. Santa Cruz COE also acknowledges that the operation of Charter School is to be solely carried out by PCS. This MOU is intended to address those matters that have not been covered in the renewed Charter and to provide guidance on the oversight policies and procedures of Santa Cruz COE. Further, this MOU is intended to outline the parties' agreements governing their respective fiscal and administrative responsibilities and their legal relationships.

- The parties recognize and agree that PCS shall not charge tuition, shall be nonsectarian in its program admissions policies, employment practices, and all other operations, and shall not discriminate against a student on the basis of the characteristics listed in Education Code section 220 (disability, gender, gender identity, gender expression, 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).

## **II. TERM OF MEMORANDUM OF UNDERSTANDING**

- A. This MOU, provided it is fully executed by all parties, shall cover the term of the renewed Charter's five (5) fiscal years commencing on July 1, 2020, and ending on June 30, 2025 ("Term"). This MOU between and among the Santa Cruz County Board of Education, Santa Cruz COE, and PCS shall include Attachments A (Additional Services), B (SELPA Charter Policy), C (SELPA Assurances), D (Timeline), and E (the Charter Petition), and is subject to termination during this Term or during any subsequent renewal of the Charter as specified by law or as otherwise set forth in this MOU. The "effective date" of the Charter School's renewal is July 1, 2020.
- B. Any modification of this MOU must be in writing and executed by duly authorized representatives of both parties.
  - i. The duly authorized representative of PCS are its Board President and Head of School, or designee.
  - ii. The duly authorized representative of the County Board is the President of the County Board of Education or designee.
  - iii. The duly authorized representative of the Santa Cruz COE is the County Superintendent of Schools or designee. For purposes of material amendments to the renewed Charter, such amendments take effect only if approved by PCS and the County Board.
- C. This MOU is for the term of the Charter, July 1, 2020 through June 30, 2025. This MOU shall be reviewed at least annually by the parties. Proposed revisions to the MOU will be submitted by February 1 annually, or as may be requested by PCS or the Santa Cruz COE. In the case of mid-year changes in applicable law, the Santa Cruz COE reserves the right to request mid-year modifications to this MOU. Such modifications, if agreed upon, will be included as addenda to the MOU. Mutual agreement is not required if the change in applicable law creates a compulsory right or responsibility on for either party. The approved MOU and addenda will continue unless modified and agreed to in writing by both parties. This MOU will automatically expire upon the surrender, expiration or revocation of the renewed Charter. However, the MOU will not expire pending any appeal of a denied renewal or revocation.

## **III. TERM, RENEWAL, AND REVOCATION OF CHARTER**

1. PCS is a public charter school that shall be operated pursuant to the renewed Charter (Attachment B). The Charter School's renewal was granted by the County Board on December 17, 2019.
2. Charter School will continue to operate with grades 7 through 12 and may grow to serve an enrollment of up to approximately 604 students (current estimated site capacity) during the Term.
3. PCS shall be responsible for all functions of Charter School as a public charter school subject to terms and conditions set forth in this MOU, the renewed Charter and applicable law.

4. Charter School's renewed Charter shall have a five (5) year term and expire on June 30, 2025. The parties acknowledge that the provisions of the renewed Charter and this MOU are not intended to conflict. However, in case of conflict between the renewed Charter and MOU the parties agree to meet as soon as possible to negotiate an amendment to the MOU (or Charter, if necessary – which shall require County Board approval for material revision). In the interim, however, the renewed Charter shall control.
5. Future review and renewal of the renewed Charter shall be in accordance with state and federal law and as pursuant to Section 4.3 of this MOU. The County Board reserve the right to approve material revisions to the Charter and/or revoke the Charter pursuant to Education Code section 47607 and applicable regulations, if any.

## **SECTION 1: GOVERNANCE AND ORGANIZATIONAL MANAGEMENT**

- The Charter School will operate as a non-profit public benefit corporation consistent with Education Code section 47604, subdivision (a) during the entire term of the approved renewal Charter. PCS is a separate legal entity and neither the County Board nor the Santa Cruz COE is liable for the debts and obligations of PCS to the extent described in Education Code section 47604, subdivision (d).
- The County Board reserves the right to appoint a representative to the PCS Board of Directors in accordance with Education Code section 47604, subdivision(c).
- PCS will use all revenue received from state and federal sources only for the educational services and related activities specified in the renewed Charter and this MOU for the benefit of the students enrolled in and attending Charter School.
- Other sources of funding must be used in accordance with applicable state and federal law, and the terms or conditions, if any, of any grant or donation. The use of all such funds must be consistent with the approved renewed Charter.

### **1.1 Organization**

Prior to the effective date of renewal, and at all times it is operational, PCS will have the following information posted on its Internet site (<http://www.pacificcollegiate.com/>) and will update the posting as quickly as possible whenever the information changes:

- a) Contact information, including phone numbers and e-mail addresses of the principal contacts for Charter School; and
- b) The Charter School's organizational chart displaying PCS' governing board and listing the names and contact information for the Charter School leadership team.

PCS will provide Santa Cruz COE with written notice of any change in the directors, officers, and administrators within twenty (20) working days.

## 1.2 Governing Board Composition

Prior to the effective date of renewal, and at all times it is operational, PCS will have the following information posted on its Internet site (<http://www.pacificcollegiate.com/>) and will update the posting as quickly as possible whenever the information changes:

- Current Articles of Incorporation as filed with the California Secretary of State.
- Current Bylaws as approved by PCS.
- Notice of approval of federal 501(c)(3) tax-exempt status of PCS.
- Conflict of Interest Code for PCS.
- Roster of the current Board of Directors of PCS.
- Membership process for the Board of Directors of PCS.

## 1.3 Governing Board Activities

- i. Calendar: PCS shall provide Santa Cruz COE an annual calendar of regular governing board meetings for PCS including a description of how parents of PCS students and community members will be notified of the meetings. This calendar shall be posted on the Internet (<http://www.pacificcollegiate.com/>) and a hard copy shall be provided to the COE. Unintentional or negligent violation of this provision shall not constitute a violation the terms of this agreement or the charter.
- ii. Governing Board Training: Governing board meetings of PCS will be conducted in keeping with the requirements of the Ralph M. Brown Act (Government Code section 54950 *et seq.*) (the "Brown Act"). Prior to the effective date of renewal, PCS shall provide verification by letter to Santa Cruz COE that all members of the governing board of PCS, administrative staff, and any other staff of Charter School deemed appropriate by PCS have participated in Brown Act training and conflict of interest training including training on Government Code section 1090 *et seq.* as set forth in Education Code Section 47604.1.
- iii. Governing Board Meetings: The governing board of PCS shall conduct public meetings at such intervals as are necessary to ensure that the governing board is providing sufficient direction to PCS through implementation of effective policies and procedures. Governing board meetings of PCS shall be located within the Santa Cruz City School District.
  - i. All agendas shall be provided to the Santa Cruz COE electronically in advance of all board meeting to the County Superintendent and Associate Superintendents when posted and such posting shall be in a conspicuous location and on the Internet (<http://www.pacificcollegiate.com/>) in accordance with the Brown Act. Advance notice to the Santa Cruz COE shall be in compliance with the Brown Act. Unintentional or negligent violation of this provision shall not constitute a violation the terms of this agreement or the charter.
  - ii. Minutes of each meeting whether regular or special shall also be published and made available to the Santa Cruz COE within twenty (20) working days of approval and within 60 days of the date of the meeting. Unintentional or negligent violation of this provision shall not constitute a violation the terms of this agreement or the charter.
  - iii. Governing Board meeting agendas and minutes of PCS shall be maintained and available for public inspection and during site visits.

- iv. Governing Board Policies: The governing board will adopt policies and procedures to guide the operation of PCS. These policies and procedures shall be available to the Santa Cruz COE upon request. PCS will comply with applicable legal requirements regarding posting the policies and procedures on the Internet (<http://www.pacificcollegiate.com/>), updating the posting as quickly as possible following any change. The policies and procedures will include, but not be limited to, the following:
- a) Conflicts of Interest: Prior to effective date of renewal, PCS' Governing board shall: (1) adopt a conflict of interest code consistent with the requirements of the Political Reform Act ; and (2) provide Santa Cruz COE verification in writing annually that all PCS board members and employees deemed appropriate by PCS have participated in conflict of interest training including training on Government Code section 1090 *et seq.* Such Code shall be consistent with Government Code Section 1090, as set forth in Education Code Section 47604.1.. Unintentional or negligent violation of this provision (2) above shall not constitute a violation the terms of this agreement or the charter
  - b) Should the Charter School receive a qualified or negative certification, the Santa Cruz COE shall receive at least 15 business days advance notice of any action by the Charter School to enter into a contractual commitment in excess of \$50,000. Employment contracts shall not be subject to this prior notice. However, contracts for independent contractor, consultants, construction services and/or goods/materials are subject to this pre-notice requirement.
  - c) Internal Fiscal Controls: PCS will maintain internal fiscal control policies governing all financial activities of Charter School. PCS shall provide Santa Cruz COE with a copy of its internal fiscal control policies governing all financial activities approved by PCS' governing board as policies are revised. Such policies and procedures are subject to review during site visits to see that they are being implemented. Such internal fiscal controls shall include the requirement that the PCS board approve any contracts in excess of \$10,000.
  - d) Campus Supervision: Prior to the effective date of renewal, PCS shall provide Santa Cruz COE with a copy of the governing board policy regarding the supervision of Charter School students before and after school and while on campus, student field trips, student pick-up, and a procedure for visitors to enter and leave campus.
  - e) Discipline Policies: Prior to the effective date of renewal, PCS shall provide Santa Cruz COE with a copy of the governing board policies regarding student discipline, including a list of the offenses for which students may be suspended or expelled, the procedures for suspension or expulsion, procedures by which parents and students will be informed about reasons for suspension, expulsion or involuntary removal, and of their due process rights in regard to any such action. These procedures must be consistent with the approved renewed Charter.
  - f) Parent/Student Handbook: Prior to the effective date of renewal, PCS shall provide Santa Cruz COE with a copy of the parent/student handbook for the Charter School. At a minimum, the handbook shall include detailed expectations for student attendance, behavior, and discipline, including policies and consequences for bullying and harassment, due process rights related to discipline (including suspension, expulsion, and special education), and a description of both informal and formal complaint procedures that parents may pursue in the event of disagreements. PCS will provide an electronic copy of the parent/student handbook to each family at the beginning of each year and will post a copy on the Internet. Upon request, PCS will also promptly provide a hardcopy of the parent/student handbook to a requesting family. This handbook shall also be available in Spanish.



- v. School Safety Plan: At all times it is operational, PCS will have the following information posted on the Internet (<http://www.pacificcollegiate.com/>) and will update the posting as quickly as possible whenever the information changes:

- A copy of the Emergency Preparedness Handbook for Charter School students and employees.
- Certification that staff has been trained in health, safety, and emergency procedures.

The Emergency Preparedness Handbook shall address at a minimum, fire emergencies, flood, earthquakes and other natural disasters, terrorist threats, hostage situations, civil disorder, accidents, injuries, and other threats to the health and safety of students and staff. PCS shall provide training for staff in responding to emergencies and conduct emergency response drills for its students. PCS shall provide Santa Cruz COE with a copy of the annual calendar of emergency drills for students at the Charter School.

f) Notice to Parents/Guardians:

- i. Prior to the effective date of renewal, and at all times it is operational, PCS will have posted on the Internet (<http://www.pacificcollegiate.com/>) notice of the rights of parents and guardians under the applicable provisions of the federal Every Student Succeeds Act (ESSA) and the Family Educational Rights and Privacy Act (FERPA), and will update the posting as quickly as possible whenever the information changes. Such notice and information shall be available in Spanish. PCS will also provide a hardcopy of this notice to families upon request.
  - ii. If the Charter School receives Title I funding, it shall provide parents notice regarding the federal Every Student Succeeds Act, including the right to request and receive essential information about the professional and educational background of the teacher(s) instructing their child and notification when their child is taught for four or more weeks by a teacher who does not meet State certification or licensure requirements in the grade level and subject area in which the teacher has been assigned.
  - iii. Prior to the first day of instruction each school year, Charter School shall provide notice to parents that pursuant to Education Code section 47613.5, PCS is required to provide each needy pupil with one nutritionally adequate free or reduced priced meal during each school day.
  - iv. Prior to the first day of instruction each school year, Charter School shall provide notice to parents that PCS utilizes the PCS board approved complaint process to resolve any complaint alleging non-compliance with applicable state and federal laws and regulations governing educational programs.
  - v. Pursuant to Education Code sections 49011 and 47605, subdivision (n), the Charter School shall notify the parents and guardians of applicant pupils and currently enrolled pupils that parental involvement is not a requirement for acceptance to, or continued enrollment at, the charter school.
- g) Family Educational Rights and Privacy Act (FERPA): PCS employees have a legitimate educational interest such that they are entitled to access to education records under 20 U.S.C.A. § 1232g, the Family Educational Rights and Privacy Act. The Charter School, its officers and employees shall comply with FERPA at all times. In addition, it is agreed that the Santa Cruz COE has a legitimate educational interest in the educational records of Charter School's students such that the Santa Cruz COE shall have access to those records. Records shall, at a minimum, include emergency contact information, health and immunization data, attendance summaries, and academic performance data from statewide student assessments.

- h) **Criminal Records Summaries:** At all times during the Term, PCS employees who will be performing services with Charter School students that are not under the direct supervision of a credentialed employee, and onsite vendors having unsupervised contact with Charter School students will submit to background checks and fingerprinting in accordance with Education Code sections 45125.1 or 44237. PCS will provide assurance to Santa Cruz COE that all employees, and volunteers/vendors (as applicable) have clear criminal records summaries prior to their having any unsupervised contact with students. PCS shall maintain on file and have available for inspection during site visits, evidence that it has performed criminal background checks for all employees and documentation certifying that vendors have conducted required criminal background checks for their employees prior to any unsupervised contact with students.

## **1.4 Administration**

Prior to the effective date of renewal, and at all times it is operational, PCS will have the following information posted on the Internet (<http://www.pacificcollegiate.com/>) and will update the posting as quickly as possible whenever the information changes:

1. **Enrollment and Admissions Documentation:**

- Procedures for enrollment, admission, and the public random drawing.
- Descriptions of outreach and recruitment activities that have been conducted to reach target population.
- Evidence that the current enrollment preferences and random drawing preferences are consistent with the renewed Charter and applicable law.
- A copy of the application and enrollment forms and information provided to prospective families.
- Process for involuntarily removing a student from PCS for reasons other than disciplinary reasons.
- Notice to parents and guardians regarding enrollment protections for students pursuant to Education Code section 47605, subdivision (e)(4)(D).

The above shall also be provided in Spanish.

By CBEDS date of each year, PCS shall also provide the Santa Cruz COE with electronic documentation of enrollment, including each student's name.

2. **Required Disclosures:** PCS shall immediately notify Santa Cruz COE of any pending or actual litigation and/or claim from any party or notice of potential infraction, criminal or civil action against PCS, its officers or any employee, agent or volunteer that may involve or affect PCS. In addition, PCS shall immediately notify Santa Cruz COE of any request for information by any governmental agency about PCS. Santa Cruz COE shall immediately notify PCS of any pending or actual litigation and/or claim from any party or notice of any potential litigation and/or claim against Santa Cruz COE, the County Board, or PCS, that may involve or affect PCS. "Immediately" means no later than 5 business days. In addition, the Santa Cruz COE shall immediately notify PCS of any request for information by any governmental entity about the Charter School. The above notice requirements shall not be effective if the agency making the request asserts that the inquiry is confidential and not subject to disclosure.

3. School Accountability Report Card (SARC): On or before February 1<sup>st</sup> of each academic year, PCS shall post its SARC on the PCS website (<http://www.pacificcollegiate.com/>). PCS will use the template developed by the California Department of Education (CDE) as a guide which is available at <http://www.cde.ca.gov/ta/ac/sa>. PCS may add or delete elements of the SARC in accordance with applicable law.
4. Inquiries or Requests for Information: PCS shall promptly respond to all reasonable inquiries by the Santa Cruz COE, County Board, the Superintendent of Public Instruction, and their respective designees, including but not limited to the financial records of the Charter School and shall consult with the County Superintendent or his/her designee regarding any inquiries as per Education Code section 47604.3.
5. Insurance and Risk Management: PCS shall procure from an insurance carrier licensed to do business in the State of California or a qualified JPA (joint powers authority) registered with the California Department of Industrial Relations, and keep in full force during the Term and will provide annually a copy of the certificate of coverage, at least the following insurance coverage concerning PCS:
  - Property Insurance – covering damage, destruction or loss personal property owned by PCS or located at premises occupied by PCS, providing for replacement value and the loss of use of such property, which will include all assets listed in the applicable property inventory and consumables.
  - General Liability – At least \$1,000,000 per occurrence and \$2,000,000 aggregate, in addition no less than \$15,000,000 in total general liability insurance or excess as deemed appropriate per current insurer (NCR), providing coverage for negligence, errors and omissions/educators legal liability, abuse and molestation, and employment practices liability of PCS, its governing board, officers, agents, employees, or students of PCS. The deductible per occurrence for said insurance shall not exceed \$20,000 for any and all losses resulting from negligence, errors and omissions of PCS, its governing board, officers, agents, employees, or students of PCS. The County Board and the County Superintendent and his office shall be named as additional insureds on this policy. If for any reason any of the above insurance becomes inoperative, the Charter School shall provide a written explanation within 2 calendar days and shall temporarily cease operation unless otherwise agreed to by Santa Cruz COE. All parties agree that the absence of any insurance listed above shall be deemed a violation of a material term of the renewal Charter and may constitute sufficient reason for commencing the revocation process described in Education Code Section 47607(f) and temporary cessation of operation of the Charter School until the violation is remedied. The Charter School shall have 10 working days to provide the COE with proof of insurance before revocation procedures begin.
  - Workers' Compensation – In accordance with the provisions of the California Labor Code, insurance adequate to protect PCS from claims under Workers' Compensation Acts which may arise from its operation of PCS, with statutory limits.
  - Automobile Insurance – to the extent necessary and in amounts appropriate for the type and use of any automobile.

PCS shall hold harmless, defend, and indemnify the County Board, Santa Cruz COE, its officers, agents and employees, from every liability, claim, or demand which may be made by reason of (1) any injury to volunteers; and (2) any injury to person or property sustained by any person, firm, or corporation caused by any intentional or negligent act or omission of PCS, its officers, employees or agents. In cases of such liabilities, claims, or demands, PCS, at its own expense and risk, shall with legal counsel satisfactory to Santa Cruz COE, defend and indemnify the County Board, Santa Cruz COE, its officers and employees, with their full cooperation, and shall satisfy any resulting judgments up to the required amounts that may be rendered

against any of them. This indemnity and hold harmless provision shall exclude actions brought by third persons against Santa Cruz COE or County Board, arising out of the negligence or intentional acts, errors, or omissions of the Santa Cruz COE or the County Board, its directors, employees, officers and agents.

Santa Cruz COE and the County Board shall hold harmless, defend, and indemnify PCS, its officers, agents and employees, from every liability, claim, or demand which may be made by reason of (1) any injury to volunteers; and (2) any injury to person or property sustained by any person, firm, or corporation caused by any intentional or negligent act or omission of Santa Cruz COE or the County Board, its officers, employees or agents. In cases of such liabilities, claims, or demands, Santa Cruz COE and/or County Board, at its own expense and risk, shall with legal counsel satisfactory to PCS, defend and indemnify PCS, its officers and employees, with their full cooperation, and shall satisfy any resulting judgments up to the required amounts that may be rendered against any of them. This indemnity and hold harmless provision shall exclude actions brought by third persons against PCS, arising out of the negligence or intentional acts, errors, or omissions of PCS, its directors, employees, officers and agents.

## **1.5 Human Resources Management**

PCS is deemed the exclusive employer of the employees of PCS for the purposes of the Educational Employee Relations Act (EERA) under Government Code Section 3540, *et. seq.* PCS will have sole responsibility for employment, management, dismissal, and discipline of its employees.

- **Employee Handbook:** Prior to the effective date of renewal, and at all times it is operational, PCS will have posted on the Internet (<http://www.pacificcollegiate.com/>) (and will update the posting as quickly as possible whenever the information changes), a copy of the employee handbook that will be made available to employees at PCS each year. At a minimum, the handbook shall include detailed expectations for employee performance and behavior, due process rights of employees related to disciplinary actions (including termination), compensation and benefit information, and a description of both informal and formal complaint procedures that employees may pursue in the event of disagreements. PCS may provide the Santa Cruz COE with an electronic copy of the document in lieu of posting it on the Internet.
- **Employee Contracts or Employment Agreements:** Prior to the effective date of renewal, PCS will provide Santa Cruz COE sample employee contract(s) or employment agreements that, at a minimum, state that PCS is the exclusive employer of employees and has sole responsibility for employment, management, dismissal, and discipline of its employees. PCS will provide Santa Cruz COE with updated versions of the sample employee contract(s) or employment agreements when any changes are made to them during the Term.
- **Teacher Credentials:** By August 1 of each year, PCS shall provide the Santa Cruz COE proof that all PCS teachers hold the appropriate Commission on Teacher Credentialing certificate, permit, or other document required for the teacher's certificated assignment in accordance with Education Code section 47605, subdivision (l)(1). A person employed as a teacher in a charter school during the 2019-20 school year will have until July 1, 2025 to obtain that certificate, permit, or other document required for the teacher's certificated assignment. Supervision and evaluation of certificated employees shall be performed by a qualified administrator as defined in Element E of the renewal Charter. PCS will report annually on the status of EL Certification of certificated staff.
- **STRS & PERS Reporting Requirements:** PCS shall accept and assume sole financial responsibility for all STRS and PERS reporting fines and penalties resulting from incomplete, inaccurate, or late reports and/or inadequate or late deposits from any cause whatsoever, except the sole negligence or intentional action of the Santa Cruz COE. PCS shall reimburse Santa Cruz COE for any fines,

penalties, assessments, or reductions in allocations by CalSTRS as a result of the Santa Cruz COE's role as "Payor" to CalSTRS and CalPERS for PCS, except for instances of sole negligence or intentional action by Santa Cruz COE. Such responsibility shall include but not be limited to any and all reporting fines and/or penalties. PCS shall be fully responsible for all issues related to eligibility in the applicable retirement systems and designation of positions as eligible for STRS or PERS. PCS shall also be responsible for notifying their employees of election options under the retirement laws.

## **1.6 Facilities**

It is understood and agreed that the County Board and/or the Santa Cruz COE have no obligation to provide facilities to PCS. If PCS seeks facilities from a district in which it intends to locate under Proposition 39, it shall follow applicable law, regulations and procedures regarding submission of such a request to a district. PCS shall provide a copy of each Proposition 39 request to Santa Cruz COE at the time of submitting its request to any school district.

- Prior to the effective date of the renewal, and upon any new or revised lease agreements, PCS shall provide a report to the Santa Cruz COE on all of PCS's current or revised facility lease agreements.
- Zoning and Occupancy: Upon entering into a lease or purchase agreement with a new facility, PCS shall provide Santa Cruz COE a certification that the facility is located in an area that is properly zoned for operation of a charter school and that it has been cleared for student occupancy by all appropriate local authorities. All facilities must meet the Field Act or the California Building Standards Code as adopted and enforced by the local building enforcement agency in accordance with Education Code section 47610. Upon request, PCS will furnish the Santa Cruz COE with all local approvals required at the time PCS took occupancy of the facility. PCS cannot exempt itself from applicable local zoning or building code ordinances. It is the intent of PCS to be exempt from the Field Act.

## SECTION 2: EDUCATIONAL PERFORMANCE

### 2.1 Educational Program

By August 1<sup>st</sup> of each year and at all times it is operational, PCS will have the following information posted on the Internet (<http://www.pacificcollegiate.com/>) and will update the posting as quickly as possible whenever the information changes:

- Scope and sequence for all subjects to be offered by PCS.
- A complete Course of Study , describing courses available for middle and high school students.
- Annual calendar for the PCS school year that includes the number of instructional days (must provide a minimum of 175 days or as otherwise required by law), annual instructional minutes offered, and the number of professional development days.
- Daily bell schedule for site-based programs.

### 2.2 Evaluation of Educational Programs

- Annual Report of Activities: By November 30 of each year, PCS shall post on the Internet (<http://www.pacificcollegiate.com/>) and submit a report from PCS to the Santa Cruz COE for the prior year that examines the following ("Annual Report"):
  - CAASPP results both in aggregate and disaggregated by numerically significant subgroups, with detailed data regarding the progress of special education students, English Learners, Socio-Economically Disadvantaged and numerically significant racial and ethnic groups.
  - Progress made toward meeting state or national accountability system targets.
  - Progress made toward each of the educational goals and student outcomes identified in the renewed Charter.
  - Results and analysis of any additional internal assessments used by PCS.
  - The fulfillment of the Charter School's purposes and goals, including plans to address areas, if any, that PCS has identified as needing improvement by PCS.
  - Implementation of and progress on the Diversity Plan. Specific information will be provided regarding comparison of PCS enrollment to the Santa Cruz City School Secondary District. PCS will report out on the five mutually supporting goals that are outlined in the Charter Renewal Petition: (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. Additionally, PCS will provide baseline data or a description of initial status, as appropriate, for all five goals that will then be used to evaluate their annual progress. If significant progress is not made, the COE may meet with the Head of School to discuss next steps and modified plans/goals as needed.

- Update on enrollment and academic progress of First to College students, including the definition of First to College and the retainment statistics of these students, to the degree this data is available.
  - Culture and climate of the Charter School including attendance patterns, parent satisfaction surveys, and community participation.
  - Evidence that PCS is financially sound.
- **Annual Plan Regarding support for students including ELs and students with special needs:** A continuing plan for the support of students requiring academic assistance to meet Charter School curriculum and assessment requirements, including English Learners and those with identified special education needs, as well as for students continuing to be unsuccessful even with additional support, shall also be submitted to the Santa Cruz COE in written form on or before October 30 of each year. The plan shall be reassessed, at a minimum, on an annual basis to measure the effectiveness of the program to meet established goals and PCS shall make revisions as required. The plan shall also include the numbers of Special Education students who applied for admission, the number admitted, and the number exiting the Charter School for the current and previous school year.

The Annual Report shall be used as a central area of focus for site visits. PCS will provide specific evidence that the results, as shown in the Annual Report, are targeting improvement in student achievement and that PCS is financially sound.

- **Local Control and Accountability Plan:** Pursuant to Education Code sections 47605 and 47606.5, PCS shall describe goals and specific actions to achieve those goals for all pupils and each subgroup of pupils identified in Education Code section 52052, including pupils with disabilities, for each of the state priorities as applicable and any locally identified priorities. The inclusion and description of goals for state priorities in the LCAP may be modified to meet the grade levels served including modifications to reflect only the statutory requirements explicitly applicable to charter schools in the Education Code.

## **2.3 Updates to Santa Cruz County Board of Education**

- a) At the request of Santa Cruz COE, PCS shall present updates and or reports to the Santa Cruz County Board of Education during the year. These updates may include, but are not limited to the following: (1) a description of the curriculum and identification of the basic instructional materials to be used, (2) plans for professional development of instructional personnel to deliver the curriculum and use the instructional materials, and (3) identification of specific assessments that will be used in addition to the results of the California Assessment of Student Performance and Progress (CAASPP) program in evaluation of student progress.

## **2.4 Services for Students with Disabilities**

1. It is recognized that PCS is a member of the North County SELPA and that PCS shall be categorized as a local education agency (LEA) for the purpose of providing special education services to students of PCS. As set forth in Education Code sections 47640, 47641 and 47644, PCS, serving as an LEA, shall be responsible for complying with all provisions of 20 U.S.C., Chapter 33 and its implementing regulations as they relate to LEAs. PCS shall post a copy of the Local Plan and approval of PCS as an LEA member of the SELPA on their website and provide a copy to the COE if requested. Education Code section 56205.5, subdivision (a) states, "The superintendent or other chief administrator of a local educational agency shall post on the Internet Web site of the local

educational agency any local plan, annual budget plan, annual service plan, and annual assurances support plan upon approval of the special education local plan area, and any updates or revisions to the plans upon approval of the special education local plan area.”

PCS shall assume all responsibility including, but not limited to, full financial responsibility for the implementation and continuing operation of special education and related services and all costs associated with the provision of special education and related services and accommodations under Section 504 of the Rehabilitation Act, for all students who are enrolled in PCS, over and above any state or federal funding received for such purposes.

2. Special Education Staffing: PCS shall provide its own fully qualified coordinator for special education and shall be responsible for referrals, identification, assessments, IEP and Section 504 team meetings, implementation of Section 504 Plans and IEPs, including non-public school placements, complaints, mediations, and due process hearings. PCS may contract with any other school district for other services on behalf of PCS, provided that such are available and are at no cost to the County Board and/or Santa Cruz COE. Written agreements shall be authored to specify such services and costs. It is further recognized that PCS may contract with a SELPA, employ its own staff and/or contract with other vendors to deliver services required by the IEPs and/or Section 504 Plans of students enrolled in PCS and as otherwise required by applicable state and federal laws.

To the extent that the delivery of Section 504 and/or special education services and adherence to Section 504 and special education laws have costs in excess of revenue allocated to PCS for such purposes, PCS shall be responsible for any and all such costs related to students of PCS.

3. Requests For Information: PCS agrees to fully and promptly comply with any reasonable requests for information made by the Santa Cruz COE with regard to special education services and individual students. The Santa Cruz COE may establish meetings with the Charter School’s Head of School for purposes of reviewing special education and/or Section 504 compliance. The Santa Cruz COE may also take action to monitor PCS to ensure that special education and/or Section 504 services are being provided as required by law and applicable SELPA policy.
4. Certification Requirements: PCS agrees to defend, with legal counsel satisfactory to Santa Cruz COE, approval of which will not be unreasonably withheld, and to hold harmless the County Board, the County Superintendent, the Santa Cruz County Office of Education, and each of their officers, directors, agents and employees, from and against any and all costs, including attorney’s fees, and/or awards related to complaints, due process hearings, mediations or any and all forms of litigation relating to special education and/or Section 504 matters for PCS students for any time period the complaining student is or was enrolled at PCS. PCS shall provide the Santa Cruz COE with annual written certification that PCS has complied with its Section 504 and special education obligations as part of the Charter School’s Annual Update Report. PCS acknowledges that its failure to provide all Section 504 and/or special education services required in student Section 504 Plans and IEPs may constitute a material violation of the conditions, standards and procedures set forth in the renewed Charter, this MOU, as well as violation of applicable law sufficient to support the County Board’s commencement of revocation process described in Education Code Section 47607(f) and its implementing regulations.

## **2.5 Independent Study**

To the extent that PCS provides instruction through independent study to any PCS students, it will meet all requirements of law applicable to independent study including, but not limited to, the use of individual student agreements describing the evaluation of student work for time value. The offer and availability of such service shall be in compliance with the approved renewal Charter.



## **SECTION 3: FISCAL OPERATIONS**

### **3.1 Funding**

PCS will be direct funded in accordance with Education Code section 47630 *et seq.* the Charter School's general purpose entitlement will be calculated in accordance with applicable provisions of The Act, including Education Code section 47633 *et seq.* The parties recognize the authority of PCS to pursue additional sources of funding.

1. The parties agree that the Charter School's funding per ADA shall not exceed enrollment capacity. The parties agree that the maximum enrollment capacity shall be approximately 604 (current estimated site capacity).
2. The parties specifically agree that it is not the responsibility of the Santa Cruz COE (except as a distributing agent) to provide funding in lieu of property taxes to PCS.
3. PCS shall establish a fiscal plan for repayment of any loans received by PCS for the Charter School in advance of receipt of such loans. It is agreed that all loans sought by PCS for the Charter School shall be authorized in writing in advance by PCS and shall be the sole responsibility of PCS. In no event shall the County Board and/or the Santa Cruz COE have any obligation for repayment of such loans. PCS shall provide advance written notice to the County Board and the Santa Cruz COE specifying its intent to apply for a loan of more than \$100,000 for Charter School. PCS shall also provide advance written notice of deposit of any sums which are loans for the Charter School and the plan for repayment.
4. In general, the Santa Cruz COE shall not advance any funds to PCS, except as a distributing agent and not from its own account. In addition, the Santa Cruz COE shall not act or provide a line of credit to PCS without specific authorization from the County Board.

### **3.2 Fiscal Agent**

1. The parties agree that neither the Santa Cruz COE nor the County Board shall act as fiscal agent for PCS. It is agreed that PCS shall be solely responsible for all fiscal services for the Charter School such as payroll, purchasing, attendance reporting, and completion and submission of state budget forms, but may contract with the Santa Cruz COE for such services to PCS by way of mutual agreement.
2. To the extent that PCS wishes to contract with the Santa Cruz COE for any services to PCS beyond those specified in this agreement, if any, a prior separate written contract with the Santa Cruz COE shall be required and the costs of such services paid in full by PCS.

### **3.3 Student Attendance Accounting and Reporting**

1. PCS shall use commercially available attendance accounting software (such as Power School, SASI, etc.) for student attendance accounting at PCS. PCS shall submit enrollment and attendance data as required to receive apportionment of funding according to the following schedule:
  1. First Principal Apportionment (attendance for all full school months between July 1 and December 31) due one week prior to the January date indicated by CDE.
  2. Second Principal Apportionment (attendance for all full school months between July 1 and April 15) due one week prior to the May date indicated by CDE.

3. Annual Apportionment (attendance for school year) due one week prior to the July date indicated by CDE.
2. In addition to submission of the electronic data files, PCS shall make available for review to Santa Cruz COE upon request all back up attendance documents that support the reported average daily attendance (ADA). Santa Cruz COE staff will review and certify the accuracy of PCS attendance data submitted by PCS only when all documentation has been submitted and is accurate. Attendance data submitted without the requisite detail will not be processed and may result in a delay of funding to PCS. PCS is responsible to assure that all reports are accurate and timely in order to receive regular and timely apportionment payments. Santa Cruz COE shall process and transfer to PCS all payments received by the Santa Cruz COE for PCS in a timely fashion.
3. Weekly site-based attendance sheets, signed and dated by teachers, and evidence of independent study master agreements made with parents when students are absent from school shall be maintained by PCS, and will be provided to and reviewed by Santa Cruz COE during site visitations.

### **3.4 Financial Reporting**

1. PCS is required by Education Code section 47604.33 to submit periodic financial reports of revenues, expenditures, and reserves. In order to meet statutory timelines for financial reporting, PCS shall submit such reports to Santa Cruz COE for review, using the state software (SACS 20\_\_ALL) or the Charter School Alternative Reporting form, according to the following schedule:
  1. Preliminary budget due one week prior to the July 1 deadline indicated by CDE. (Note: Santa Cruz COE may request a revised budget to address any concerns identified during the review of the preliminary budget.)
  2. Unaudited Actuals Report for the prior fiscal year due one week prior to the September 15 deadline indicated by CDE.
  3. First Interim Report (expenditures through 10/31) due one week prior to the December 15 deadline indicated by CDE.
  4. Second Interim Report (expenditures through 1/31) due one week prior to the March 15 deadline indicated by CDE.
2. Any changes of more than ten percent (10%) in total revenue or expenses in the budget or interim reports from one reporting period to the next must be explained in writing. The following back up information shall be consistently provided for each reporting period:
  1. Multi-Year Projection (MYP) for current and two subsequent years.
  2. Assumptions used for two subsequent years.
  3. A written summary of any significant changes in the budget or interim reports, by category, from one reporting period to the next period.
  4. Enrollment projections/growth in average daily attendance by grade level and the impact of the growth on liabilities, facilities, etc.
  5. Cost of Living Allowance (COLA), if applicable, and deficit percentage, if any.

6. Calculation used for determining general purpose funding.
7. Number of Full Time Equivalent (FTE) for certificated and classified employees for each year including an organizational chart identifying all charter school positions and respective salary information for each position.
8. Supplemental financial report showing the Charter School's budget to date and financial transactions and reconciliations, i.e. Statement of Activities (Income & Expenditure Account) and Statement of Financial Position (Balance Sheet).
9. Statement of cash flow for the current and subsequent fiscal year.
10. The parties agree that maintenance of a sufficient level of funding reserve is in the best interest of PCS and its successful operation. Accordingly, PCS shall maintain reserves of no less than three percent (3 %) for PCS based upon the total expenditures and other uses of the Charter School's Adopted Budget for the fiscal year. PCS shall have the same flexibility regarding the maintenance of its reserve account allowed to Charter Schools under the Education Code.
11. An explanation of any projected drop in reserves below the three percent level must be included in the assumptions.
12. The Santa Cruz COE may request additional information, as necessary, to evaluate the fiscal condition of PCS.

### **3.5 Annual Audit**

PCS shall submit an annual independent financial audit in accordance with Education Code section 47605, subdivision (m), to the State Controller's Office, the Santa Cruz COE, and the California Department of Education no later than December 15 of each year. The audit shall be conducted by an auditor from the list approved by the State Controller's Office.

In addition to the Charter School's financial statements, the audit shall include, as applicable, but not be limited to contemporaneous records of attendance and annual instructional minutes as required by the law for the audit of charter schools.

### **3.6 Monitoring and Oversight**

The County Board, by agreement with the Santa Cruz County Superintendent, designates the Santa Cruz County Superintendent and staff as the third-party oversight agency to provide oversight and monitoring of PCS Public Charter School on behalf of the County Board.

a) PCS shall be charged an annual oversight fee by Santa Cruz COE for the cost of oversight, monitoring, and reporting concerning PCS in accordance with Education Code section 47613. The fee shall be 1% of the LCFF entitlement received by PCS, in accordance with Education Code section 47613, subdivision (f). The parties agree the calculation shall be shared upon request. The oversight fees shall be used to offset consultant and administrative costs required for comprehensive oversight, which includes but is not limited to the following categories:

1. Curriculum and instruction
2. Assessment and accountability
3. School fiscal review
4. Governance and management operations review

5. Site visitations
6. Renewal evaluations
7. Attendance accounting certification
8. Communication & research & issue resolutions relative to PCS

b) The oversight fees shall be invoiced quarterly by Santa Cruz COE, with payment due and payable within 30 days of receipt. The actual amount of the oversight fees shall be reconciled as soon as reasonably possible upon the determination of the actual amount of the CBG Revenue.

c) PCS shall maintain a balance with the Santa Cruz County Treasury of no less than \$250,000 to be adjusted as needed due to increased costs. The Balance shall include, the charters three (3) percent reserve, Annual estimated oversite fees, funds to pay fees for STRS and PERS processing and the estimated cost of the STRS and PERS payments owed on a monthly basis to pay to the respective organizations.

### **3.7 State Teachers' Retirement System (STRS)/Public Employees' Retirement System (PERS) Reporting**

If PCS offers employees of PCS the opportunity to participate in STRS or PERS, PCS shall be responsible for contracting with Santa Cruz COE for reporting purposes and for payment of costs to Santa Cruz COE that are associated with such reporting.

## **SECTION 4: FULFILLING CHARTER TERMS**

### **4.1 Material Revisions to Charter**

Changes to the renewed Charter deemed to be material revisions may not be made without prior approval from the County Board per Education Code section 47607. Amendments to the renewed Charter considered to be material revisions include, but are not limited to, the following:

1. Substantial changes to the educational program (including the addition or deletion of an educational program), mission, or vision of the Charter School.
2. Adding a facility.
3. Proposed changes in enrollment that increase or decrease the enrollment originally projected in the charter petition by more than 25 percent in any given year unless provided for in the Facility Use Agreement.
4. Addition or deletion of grades or grade levels to be served.
5. Changes to location of facilities, including school sites, resource centers, meeting space, or other satellite facility including the opening of a new facility. Temporary locations rented for annual student testing purposes shall be exempt from this provision.
6. Substantial changes to admission requirements and procedures.
7. Significant changes to the governance structure or bylaws.

### **4.2 State Assessments**

PCS shall comply with and adhere to the state requirements for participation and administration of all state mandated tests for charter schools, and shall include but not be limited to:

1. California Assessment of Performance and Progress
2. California Science Test (CAST)
3. California Spanish Assessment (CSA)
4. California Alternate Assessments (CAA)
5. California Physical Fitness Test (PFT)
6. English Language Proficiency Assessments for California (ELPAC)

### **4.3 Site Visits**

The Santa Cruz COE will conduct at least one visit to PCS annually in accordance with the Act. The information gathered will be used to assess the Charter School's progress in governance and organizational management, educational performance, fiscal operations and fulfillment of the terms of the renewed Charter and this MOU. A school site visit may include review of the facility, review of records maintained by PCS, interviews with the Head of School of PCS, employees working at PCS including the Head of School, and PCS parents, as well as observation of instruction in the classroom(s). Any deficiencies will be reviewed with the Head of School and an opportunity provided for comment, explanation and/or correction. The evaluations for each year will be used, in addition to other information and reports, to determine a renewal decision. The Santa Cruz COE reserves the right to make unannounced visits to PCS.

### **4.4 Renewals**

1. PCS may seek renewal of the Charter School's Charter prior to expiration of the Term of the renewed Charter in accordance with statutory and regulatory provisions. PCS shall submit its

renewal petition for the next charter term along with a copy of the most recent Annual Report and Local Control and Accountability Plan to Santa Cruz COE, no sooner than October 15 of the fiscal year in which PCS would cease operations without renewal.

2. Santa Cruz COE shall review the charter petition, academic and financial performance, audit reports, annual visitation reports, and may conduct a renewal site visit prior to scheduling the renewal request for consideration by the County Board. To the extent required, the charter renewal petition shall be revised in accordance with current statutes and regulations.
3. PCS may seek earlier renewal of the Charter School's Charter if it meets all of the following conditions:
  1. Has been in existence for at least four years, or has completed four years of a subsequent term of renewal;
  2. Has submitted accurate and timely budgets, interim fiscal reports, and student attendance data to Santa Cruz COE;
  3. Independent financial audits for all four years have been free of audit exceptions and/or deficiencies (minor findings corrected in the year of the audit through a corrective action plan are allowable under this provision);
  4. Has received no health and safety code violations from local authorities;
  5. Has demonstrated that a majority of parents, students, and staff are satisfied with performance of PCS;
  6. Has met the requirements for any then pending correction action set by Santa Cruz COE in a written correspondence (4.5 a), if any; and
  7. Has met applicable additional requirements for such renewal, if any, in the law.

#### **4.5 Notice to Cure and Revocation**

- a) The County Board shall have the right to revoke the renewed Charter in accordance with Education Code section 47607 or other statute or regulations expressly applicable to the revocation of a charter thereunder. The progression of notification of corrective action for concerns the County Board consider to involve violation(s) of Education Code section 47607, subdivision (f) is as follows:
  - Direct contact with PCS specifying the concerns with PCS, followed by written Correspondence #1.
  - Written Correspondence #2 – restatement of concerns if there has been little or no response by PCS to Correspondence #1, and a request for a response from PCS informing the Santa Cruz COE about steps PCS is taking to address the concerns noted in Correspondence #1; the Santa Cruz COE may conduct a site visit.
  - Written Correspondence #3 (Notice of Concern) – restatement of concerns and direction to PCS to take corrective action by a specified reasonable date.
  - Written Correspondence #4 (Notice of Violation) – letter identifying history of failure to correct or address the concerns and directing PCS to take specific enumerated actions or submit documentation by a specified date. Failure to do so will result in the institution of revocation proceedings in accordance with Education Code section 47607 and applicable regulations, if any.

- Revocation – schedule an agenda item for the County Board to hold a public hearing and consider revocation of the Charter in accordance with Education Code section 47607 and applicable regulations, if any.
- b) The exception to the above process is under circumstances where the County Board determines in writing that there is a severe and imminent threat to the health or safety of students and/or staff of PCS per Education Code section 47607, subdivision (g). The County Board will be apprised in writing of the situation by Santa Cruz COE and immediate action may be taken by the County Board to assure the safety and well-being of the students, staff, and community. Such immediate action as deemed appropriate by the County Board in its reasonable discretion, may include but is not limited to closure of PCS and/or revocation of its Charter in accordance with Education Code section 47607, subdivision(s) (g) and/or (h). Should PCS cease to be operated by a non-profit public benefit corporation, the parties agree that such conditions may constitute cause for commencement of the revocation process as described in Education Code Section 47607(f).
- c) During the period prior to revocation, PCS shall have the opportunity to work collaboratively with the Santa Cruz COE or its designee to address the concerns and develop a plan to remediate all areas to the reasonable satisfaction of the Santa Cruz COE. During this period PCS shall attempt to resolve the concerns and complete remediation. This provision may also require a charter material or immaterial revision to be discussed.

#### **4.6 Closure Procedures**

1. PCS shall provide Santa Cruz COE updates as are reasonably necessary from time to time to the description of the procedures to be used in the event PCS closes as described in the renewed Charter. The categories that must be addressed in such procedures are each of the following:
  1. Identification of a responsible person(s) –This provision shall include a process to ensure that it is updated no less than annually or when any change is made.
  2. Notification of students and families of school closure.
  3. Security of student and business records.
  4. Processing of final employee payroll and benefits.
  5. Identification of all assets and liabilities and plan for transfer as detailed in the renewed Charter.
  6. Final PCS close-out audit to be paid for by PCS.
  7. Identification of a source of funding to be used for closeout expenses including the final audit.
  8. If applicable, dissolution of the nonprofit corporation for PCS.
2. If PCS is to close permanently for any reason (i.e., voluntary surrender, non-renewal, or revocation), the Santa Cruz COE on behalf of the County Board shall serve written notice on PCS that the closure procedures have been invoked. PCS will immediately identify to the Santa Cruz COE the specific individual who is responsible for coordinating the close out activities for PCS. Santa Cruz COE will identify a staff person PCS can report to regarding the close out activities concerning PCS. PCS expressly acknowledges the right of the Santa Cruz COE, on behalf of the County Superintendent of Schools (pursuant to Education Code section 47604.4), to gain full access and copies of all student and business records concerning PCS at any time after the County Board gives written notice that it is invoking the closure procedures.

## **SECTION 5: MEDIATION**

In the event that a dispute between PCS and the Santa Cruz COE and/or the County Board relating to the renewed Charter or this MOU which does not involve revocation and is not resolved through the procedures contained in the renewed Charter's "Dispute Resolution" section within 90 calendar days of the date notice is given by the complaining party to the other parties, prior to commencing legal action or arbitration, the parties shall undertake a process of non-binding mediation, according to the following timeline:

- A. No later than ten calendar days from and after the request for mediation unless agreed otherwise by the parties in writing, the parties shall choose a mutually acceptable mediator from a list obtained from the State Mediation and Conciliation Service.
- B. Within ten calendar days after the mediator is selected, the parties shall choose a mutually agreeable date and site for the mediation.
- C. The costs of the mediator shall be borne equally by the County Board and PCS.

## **SECTION 6: SEVERABILITY**

If any provision or any part of this MOU is for any reason held to be invalid and or unenforceable or contrary to public policy, or statute, the remainder of this MOU shall not be affected thereby and shall remain valid and fully enforceable.

## **SECTION 7: NON-ASSIGNMENT**

No portion of this MOU or the renewed Charter petition approved by the County Board may be assigned to another entity without the prior written approval of the Santa Cruz COE and PCS.

## **SECTION 8: WAIVER**

A waiver of any provision or term of this MOU must be in writing and signed by all parties. Any such waiver shall not constitute a waiver of any other provision of this MOU. All parties agree that no party to this MOU waives any of the rights, responsibilities, and privileges established by the Charter Schools Act of 1992 as may be amended from time to time.

## **SECTION 9: PUPIL TRANSPORTATION**

PCS shall be responsible for any and all transportation offered by PCS to students who enroll in PCS, including but not limited to any and all transportation required in any student's IEP.



## SECTION 10: NOTIFICATION

All notices, requests, and other communications under this MOU shall be in writing and mailed to the proper addresses as follows:

To the County Board at:

**Santa Cruz County Board of Education**  
400 Encinal Street  
Santa Cruz CA, 95060  
Attn: Sue Roth, Board President


To the Santa Cruz COE at:

**Charter Schools Office**  
Santa Cruz County Office of Education  
400 Encinal Street  
Santa Cruz, CA 95060  
Attn: Dr. Faris Sabbah, Superintendent

To Charter School at:

**Pacific Collegiate School**  
3004 Mission Street  
Santa Cruz, CA 95060  
Attn: Diana Holm, Board President and Maria Reitano, Head of School

2/15/20  
Date

  
President or Designee, Pacific Collegiate School

President or Designee, Pacific Collegiate School

**President, Santa Cruz County Board of Education**

County Superintendent or Designee, Santa Cruz County  
Office of Education

## Attachment A: Additional Services

In accordance with Section 3.2 of the Memorandum of Understanding, PCS and Santa Cruz COE may mutually contract with Santa Cruz COE for specified services, at a mutually agreed-upon method of compensation to Santa Cruz COE.

### 1. Fee Determination

PCS agrees to reimburse the Santa Cruz COE for all costs associated with providing required services under this Attachment. The Santa Cruz COE shall notify PCS of the expected fees for the next fiscal year on or before March 1. The Santa Cruz COE may opt to charge PCS a fixed percentage of the estimated PCS gross revenues from public sources, or on a time and materials basis.

The Current cost of processing is estimated at \$200 per month for processing both STRS and PERS with the appropriate agency.

In the case that the Santa Cruz COE sets a percentage reimbursement fee schedule, the fee shall be paid on a quarterly basis, with adjustments due to reconciling to actual revenues from public sources no later than September 30 following the close of the most recent fiscal year.

In the case that the Santa Cruz COE requires PCS to pay for services on a time and material basis, Santa Cruz COE shall provide PCS with a fee schedule in advance of the fiscal year, and submit monthly billings to PCS. All billings shall be paid within thirty (30) days. Any disputes in billing will be resolved via the Dispute Resolution Process as prescribed in the charter.

### 2. Optional Services Provided

Annual Minimal Requirements. Minimal Service Requirements shall include but not be limited to the following, except as otherwise agreed to by the SCCOE during the term of this agreement.

- Retirement Reporting (PERS/STRS/Social Security)

- Review Annual Budget

- Review Annual Audit

- Apportion Funds to PCS accounts

- Permit Staff of PCS to attend SCCOE Educational Services workshops/meetings on the same basis as staff from any other school and/or district in the county.

- Make available SCCOE Educational Services staff person to be direct point of contact to assist PCS in coordinating requests for services to be provided by the SCCOE

- Assist PCS in preparation of required reports as requested (through Educational Services).

PCS agrees to not terminate such services during the fiscal year. PCS may agree to terminate any optional service agreements with the SCCOE by giving notice prior to May 1 that the optional services provided will not be requested for the next fiscal year.

Discontinuing STRS and PERS would require a separate negotiation with the SCCOE due to the STRS and PERS reporting requirements and additional costs associated with those processes.

## **Attachment B: SELPA CHARTER POLICY**

### **CHAPTER 15**

#### **CHARTER SCHOOLS**

A. Rationale: This policy applies to all Charter Schools that are chartered by educational entities located within the North Santa Cruz County SELPA.

B. Policy Statement: 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 a 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 a 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 a LEA, the charter school shall participate in the governance of the SELPA in the same manner as other school districts within the SELPA.

#### **C. Charter Petition and Review by SELPA:**

Prior to approval or renewal of a petitioning charter, the superintendent or designee of the chartering entity shall consult with the SELPA Administrator regarding the sufficiency of items related to the provision of special education services contained within the petition. The petition shall provide that no student otherwise eligible to enroll in the charter school will be denied enrollment due to a disability or to the charter school's inability to provide necessary services, regardless of the availability of services the student needs within the charter school's regular education program. Each charter petition must contain a reasonably comprehensive description of the charter school's education program, as it relates to the provision of special education services, including the following:

1. All eligible students enrolled in the charter school will receive appropriate special education services in accordance with applicable state and federal laws and regulations, as well as the local plan;
2. The district where the student resides, if different than the chartering entity, is not responsible for providing special education services to students that are enrolled in the charter school;
3. No student otherwise eligible to enroll in the charter school will be denied enrollment due to a disability or to the charter school's inability to provide necessary services;
4. Staff members providing special education services are appropriately credentialed;
5. The facility used by the charter school does not present physical barriers that would limit an eligible student's full participation in the educational and extracurricular program; and

6. Disenrollment, suspension, and expulsion policies and procedures shall ensure that the protections of federal and state law are afforded to special education students.

7. Dispute resolution procedures that will apply to any disputes between educational entities, including the SELPA, regarding the provision of special education services in the charter school.

Each charter petition must contain a reasonably comprehensive description of the charter school's educational program. This description should include information about the specialized instruction and services available at the charter school and the procedures for ensuring that students are referred, assessed, and served in a timely manner. The petition or a memorandum of understanding (MOU) must also identify the entity that will be responsible for providing special education instruction and related services, reference any anticipated transfer of special education funds between the granting entity and the charter school for the purposes of providing special education and related services, and include provisions for sharing deficits in funding.

#### D. Categories of Charter Schools

For the purpose of provision of special education services, charter schools shall be deemed either a public school within the chartering LEA or an LEA that receives funds and provides services independent of the chartering entity. All approved charter schools will be deemed a public school within the chartering entity until the charter school has been deemed an LEA following this policy, the local plan and approval by the SELPA

Governing Board. The categorization as a separate LEA will become effective on the first day of the fiscal year (July 1), following final approval by the SELPA Governance Board.

#### E. Public School within a School District or County Office

Charter schools that are deemed to be public schools within the chartering entity will participate in state and federal funding in the same manner as other schools or programs within the chartering entity. The chartering entity may not grant a charter on the condition that the charter school must become an LEA. The chartering entity will determine the equitable share of funding and/or services to be distributed to the charter school, as well as policies and procedures necessary to ensure that the protections of special education law extend to students in the charter school in the same manner as students enrolled in other schools or programs administered by the chartering entity.

The chartering entity will:

1. Receive all applicable special education funds as specified in the SELPA's AB 602 Funding Allocation Plan and ensure that the allocated funding is distributed to the charter to provide or procure special education and related services and/or used by the LEA to provide or procure special education and related services to the charter
2. Represent the needs of the charter school in the SELPA governance structure;
3. Be jointly responsible for ensuring that all eligible students enrolled in the charter school are appropriately referred, assessed and served consistent with all applicable provisions of state and federal law, in a timely manner, and in the same manner as a student with disabilities who attends another public school of that LEA, no matter where the child may live; and
4. Ensure that the charter contributes an equitable share of its charter school block grant funding to support LEA-wide excess costs for special education instruction and services, including, but not limited to, special education instruction and services for student with disabilities who are enrolled in the charter school.

The chartering entity and charter school may enter into agreements or Memo of Understanding (MOU) whereby the charter school contributes a fair share of its funds towards the costs of district wide special education services, programs, and administration which its chartering district funds out of its general funds.

#### F. Charter School as an LEA within the SELPA

A charter school that includes in its petition for establishment or renewal, or that otherwise provides verifiable written assurances that the charter school will participate as an LEA for the purposes of providing special education, may apply to become a member of the North Santa Cruz County SELPA or another SELPA. A request from a school to participate in the North Santa Cruz County SELPA will be treated in the same manner as such a request from a school district. The charter petition or other written assurances should state that prior to final approval of a request to be deemed an LEA, the charter school will be deemed a public school within the chartering entity.

Charter schools that wish to become member LEAs in the North Santa Cruz County SELPA must submit their application on or before February 1 of the school year prior to implementation (i.e., one year and one day) of the school year preceding the school year in which the charter school anticipates operating as a member LEA within the SELPA. The SELPA Administrator and Special Education Council will review the application and develop an action recommendation for the SELPA Governance Board. The SELPA Governance Council will take action to approve or disapprove the charter school as a member LEA.

The SELPA Governance Council decision will be based on whether the charter school has met all requirements to be included as a member LEA of the SELPA. These requirements include:

1. Will meet all applicable requirements of state and federal laws and regulations, including compliance with the Individuals with Disabilities Education Act (IDEA, 20 USC 1400 *et seq.*), Section 504 of Public Law 93-112, 20 USC 8065 (a) and the provisions of the California Education Code, Part 30;
2. Will ensure that all individuals with exceptional needs (ages birth to 22) shall have access to appropriate special education programs and services;
3. Will assure that no child eligible for special education and related services seeking to enroll in the charter school will be denied nor discouraged from enrollment due to disability or due to the charter school's concern about its ability to provide appropriate services;
4. Will assure that the charter school will fully inform parents of students with disabilities seeking enrollment in the charter school of their rights and educational options available;
5. Will deliver special education and related services to any eligible child enrolled in the charter;
6. Will expend all state and federal special education funds for the sole purpose of providing special education instruction and/or services to eligible students with disabilities;
7. Will assure the charter's obligation to "search and serve," pay the costs of special education whether or not those costs are adequately covered from the charter's SELPA allocation, and that it has adequate reserves to cover those costs;
8. Will assure the charter will adhere to all policies, procedures, obligations and requirements of the SELPA Local Plan For Special Education, including the Funding Allocation Model;
9. Will utilize SELPA-approved forms and documents including use of internet based IEPs, and will follow all SELPA agreements, policies, and procedures;
10. Will ensure that students will be instructed in a safe environment with no physical barriers that would prevent full participation in educational and extracurricular activities;
11. Will provide the SELPA with a copy of the charter school's original petition, as approved by the chartering entity and any subsequently approved amendments to the charter;
12. Will follow all federal and state laws regarding discipline and assume funding responsibility for change of placement/alternative settings due to disciplinary issues;
13. Will provide SELPA a copy of charter's current operating budget in order to assure fiscal responsibility in accordance with Education Code sections 42130 and 42131;
14. Understands its legal and financial responsibilities to provide appropriate special education services to eligible students. Financial responsibilities may include, but are not limited to, instruction, related services, transportation, non-public school/agency placements, inter/intra SELPA placements, due process hearing proceedings and attorney fees; and
15. Will not seek defense or indemnification from the SELPA or SELPA members unless liability is the result of acts or omissions of other agencies, their agents or employees, while performing services under an agreement.

If approved, 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, a representative to the Special Education Council, and the ad hoc AB 602 Finance Committee. 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 and AB 602 Finance Committee must 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:

1. 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;
2. Accept all responsibilities of an LEA in the implementation of the local plan;
3. Fully comply with policies and procedures outlined in the local plan and procedural handbooks;
4. Contribute to, participate in, and receive the benefits of regionalized services;
5. Receive state and federal funding for special education in accordance with the SELPA AB 602 Funding Allocation Plan;
6. 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;
7. 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
8. 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.
9. 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, 2013 for the 2012-2013 school year):
  - a. the number of general education and special education student (students with either Individualized Education Plan (IEP) or Section 504 Plan) who applied for admission to the charter school; and
  - b. 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.

The terms of this policy are severable. In the event that any of the provisions are determined to be unenforceable or invalid for any reason, the remainder of the policy shall remain in effect, unless mutually agreed otherwise by the members of the SELPA Governing Board after review by the Special Education

Council. The SELPA Governing Board members agree to meet to discuss and resolve any issues or differences relating to invalidated provisions in a timely and proactive fashion.



## **Attachment C: North Santa Cruz County Special Education Local Plan Assurances**

- Provide assurances that all eligible individuals with disabilities (ages birth to 22) shall have access to appropriate special education programs and services.
- Provide assurances of an understanding and knowledge of applicable special education laws and regulations.
- Provide assurances that each certificated employee is appropriately credentialed to serve in his/her assignment.
- Provide necessary staff required to meet state and federal mandates.
- Follow all requirements of the SELPA Local Plan.
- Utilize SELPA forms.
- Provide all required CALPADS and other SELPA required information/data including Maintenance of Effort (MOE) data required by the Federal Government and CDE.
- Provide transportation as indicated in students' IEPs.
- Provide assurances that the charter school has the sole legal and financial responsibility to provide appropriate services to eligible students and will provide search and serve to identify students who may qualify for and require special education and related services.
- Provide assurance that the charter will participate in the governance of the SELPA in the same manner as all other LEAs in the SELPA, including participation in voting on issues before the governing body.
- Provide assurance that the charter will contribute to, participate in and receive the reimbursement from all SELPA fiscal pools and participate in any charge backs in the same manner as other members. Receive state and federal funding for special education in accordance with the SELPA Special Education Funding Allocation Plan.
- Provide assurance that the charter will comply with all requirements of Every Student Succeeds Act (ESSA).

- Provide assurance that the charter will be responsible for all costs incurred in the provision of special education services to students enrolled in the charter school. These costs may include, but are not limited to, instruction, related services, transportation, nonpublic school/agency placements, inter/intra SELPA placements, due process proceedings, complaints and attorney fees.

- Provide assurance that the charter will 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 for students with eligible disabilities.

## Attachment D: Timeline

Date	Documentation	Means
August 1	<ul style="list-style-type: none"> <li>• Annual calendar of regular board meetings</li> <li>• Annual calendar of emergency drills</li> <li>• Verification that all teachers hold a CTC certificate, permit or equivalent documentation as required.</li> <li>• Verification that all teachers hold required EL certification</li> <li>• Calendar of instructional days</li> <li>• New Board of Director members &amp; confirmation of Brown Act and Conflict of Interest Training</li> <li>• Report on any new or revised lease agreements</li> </ul>	Send via email
September 15	<ul style="list-style-type: none"> <li>• Unaudited Actual Budget</li> </ul>	Electronic
October 2 CBEDS	<ul style="list-style-type: none"> <li>• Provide electronic documentation of enrollment, including student names</li> <li>• Provide electronic documentation for Special Education students as required by CDE.</li> </ul>	Electronic
October 30	<ul style="list-style-type: none"> <li>• Submit Annual Plan of Support for EL and Other Special Needs Students</li> </ul>	Send via email
November 30	<ul style="list-style-type: none"> <li>• Submit Annual Report including an update on the Diversity Plan</li> </ul>	Written Report Board Presentation
December 15	<ul style="list-style-type: none"> <li>• First Interim Budget</li> </ul>	Electronic
February 1	<ul style="list-style-type: none"> <li>• Deadline for proposed MOU revisions by either party</li> <li>• Post SARC on website</li> </ul>	Email
March 15	<ul style="list-style-type: none"> <li>• Second Interim Budget</li> </ul>	Electronic
March (after lottery is concluded)	<ul style="list-style-type: none"> <li>• Submit Lottery Statistics showing diversity of newly admitted students.</li> </ul>	Electronic
July 1	<ul style="list-style-type: none"> <li>• Submit Local Control and Accountability Plan</li> <li>• Preliminary Annual Budget</li> </ul>	Electronic Submission

**Attachment E:  
The Charter Petition**

# **Pacific Collegiate School**

A CALIFORNIA PUBLIC CHARTER SCHOOL  
ESTABLISHED IN 1999



CHARTER RENEWAL PETITION  
RENEWAL TERM: JULY 1, 2020- JUNE 30, 2025

SUBMITTED TO THE  
SANTA CRUZ COUNTY BOARD OF EDUCATION  
OCTOBER 17, 2019

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## AFFIRMATIONS AND DECLARATION

Pacific Collegiate School (“PCS,” or the “Charter School”) will follow any and all federal, state, and local laws and regulations that apply to the Charter School, including but not limited to:

- The Charter School shall meet all statewide standards and conduct the student assessments required, pursuant to Education Code Section 60605, and any other statewide standards authorized in statute, or student assessments applicable to students in non-charter public schools. [Ref. Education Code Section 47605(c)(1)]
- The Charter School declares that it shall be deemed the exclusive public school employer of the employees of the Charter School for purposes of the Educational Employment Relations Act. [Ref. Education Code Section 47605(b)(6)]
- The Charter School shall be non-sectarian in its programs, admissions policies, employment practices, and all other operations. [Ref. Education Code Section 47605(d)(1)]
- The Charter School shall not charge tuition. [Ref. Education Code Section 47605(d)(1)]
- The Charter School shall admit all students who wish to attend the Charter School, unless the Charter School receives a greater number of applications than there are spaces for students, in which case it will hold a public random drawing to determine admission. Except as required by Education Code Section 47605(d)(2), admission to the Charter School shall not be determined according to the place of residence of the student or his or her parents within the State. Preference in the public random drawing shall be given as required by Education Code Section 47605(d)(2)(B)(i)-(iv). In the event of a drawing, the chartering authority shall make reasonable efforts to accommodate the growth of the Charter School in accordance with Education Code Section 47605(d)(2)(C). [Ref. Education Code Section 47605(d)(2)(A)-(C)]
- The Charter School shall not discriminate on the basis of the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, gender expression, gender identity, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, including immigration status, or association with an individual who has any of the aforementioned characteristics). [Ref. Education Code Section 47605(d)(1)]
- The Charter School shall adhere to all provisions of federal law related to students with disabilities including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990 and the Individuals with Disabilities Education Improvement Act of 2004.
- The Charter School shall meet all requirements for employment set forth in applicable provisions of law, including, but not limited to credentials, as necessary. [Ref. Title 5 California Code of Regulations Section 11967.5.1(f)(5)(C)]
- The Charter School shall ensure that teachers in the Charter School hold a Commission on

Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools are required to hold. As allowed by statute, flexibility will be given to non-core, non-college-preparatory teachers. [Ref. Education Code Section 47605(1)]

- The Charter School shall at all times maintain all necessary and appropriate insurance coverage.
- The Charter School shall, for each fiscal year, offer at a minimum, the number of minutes of instruction per grade level as required by Education Code Section 47612.5(a)(1)(A)-(D).
- If a pupil is expelled or leaves the Charter School without graduating or completing the school year for any reason, the Charter School shall notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including report cards or a transcript of grades, and health information. If the pupil is subsequently expelled or leaves the school district without graduating or completing the school year for any reason, the school district shall provide this information to the Charter School within 30 days if the Charter School demonstrates that the pupil had been enrolled in the Charter School. [Ref. Education Code Section 47605(d)(3)]
- The Charter School may encourage parental involvement, but shall notify the parents and guardians of applicant pupils and currently enrolled pupils that parental involvement is not a requirement for acceptance to, or continued enrollment at, the Charter School. [Ref. Education Code Section 47605(n)]
- The Charter School shall maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection. [Ref. Education Code Section 47612.5(a)(2)]
- The Charter School shall on a regular basis consult with its parents and teachers regarding the Charter School's education programs. [Ref. Education Code Section 47605(c)]
- The Charter School shall comply with any applicable jurisdictional limitations to the locations of its facilities. [Ref. Education Code Section 47605-47605.1]
- The Charter School shall comply with all laws establishing the minimum and maximum age for public school enrollment. [Ref. Education Code Section 47612(b) and 47610]
- The Charter School shall comply with all applicable portions of the Elementary and Secondary Education Act ("ESEA"), as reauthorized and amended by the Every Student Succeeds Act ("ESSA").
- The Charter School shall comply with the California Public Records Act.
- The Charter School shall comply with the federal Family Educational Rights and Privacy Act.
- The Charter School shall comply with the Ralph M. Brown Act.



- The Charter School shall comply with Government Code Section 1090, et seq., as set forth in Education Code Section 47604.1.
- The Charter School shall comply with the Political Reform Act.
- The Charter School shall meet or exceed the legally required minimum number of school days. [Ref. Title 5 California Code of Regulations Section 11960]

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Diana Holm, President

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Date

Board of Directors

Pacific Collegiate School

## INTRODUCTION

The course of study at Pacific Collegiate School focuses on the traditional core curriculum areas of mathematics, English, science and history as well as additional emphasis on visual and performing arts and world languages. The entire program is specifically designed to prepare students to enter competitive colleges and universities worldwide.

As Pacific Collegiate School has evolved, it is the expectation that students take at least five Advanced Placement (AP) classes in order to graduate; many students take more. The required AP courses are as follows: AP World History, AP US History, a choice of AP Science lab-based course, AP English Language or AP English Literature. AP classes consequently form an integral part of the basic curriculum. Beginning in middle school, teachers prepare students for success in upper-level AP courses. With this in mind, accelerated students, who have the requisite skills, may advance into classes well beyond their years. A gifted 8<sup>th</sup> grade math student could enroll in calculus; or a keen student of language could enroll in AP French in the 9<sup>th</sup> 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 21<sup>st</sup> century. By design, Pacific Collegiate School provides an exceptional education rich in the visual and performing arts, requires students to study a language other than English, and constantly strives to use technology as a tool for learning and a life skill.

In an attempt to educate and inform students interested in PCS, the school holds approximately ten information meetings prior to the open public lottery, several of which are bilingual and held in locations throughout Santa Cruz County. PCS information sessions provide an overview of our academic program, student support services, extracurricular opportunities, campus life, school governance, and parent involvement. With a focused charter, it is clear that PCS remains a school of choice for its students. We are not a comprehensive small public high school, and we encourage all of our prospective students and families to consider all their needs and wants in making the decision to study at PCS. The students, parents, administration and faculty remain committed to the vision of the school and the challenges it represents. The elements of the vision statement give the best sense of the stakeholder commitment:

- PCS maintains high academic and artistic standards.
- PCS ensures that each student graduates with the foundation of coherent, relevant knowledge required for lifelong cultural maturity.
- PCS is committed to supporting students to study hard to be prepared to attend and succeed at any UC or similarly high quality private or public university.
- PCS concentrates on quality instruction in the core academic areas of language arts, mathematics, science and history so that all students are prepared to take and pass advanced placement exams in these subject areas prior to graduation.
- PCS prepares students for dynamic engagement in the fine and performing arts.

- PCS curriculum is sequential and carefully articulated to provide a clear path to college.
- PCS teachers demonstrate mastery of and enthusiasm for their subject matter as well as the ability to communicate it effectively to students.
- PCS regards parental involvement as integral and essential to its success.
- PCS has worked tirelessly in its efforts to obtain a facility that supports these goals.

Central to the accomplishment of our goals is the shape of our curriculum and the graduation requirements for a PCS student. Below is a comparison of PCS graduation requirements with those for the University of California.

PCS Requirements 220 units, 22 courses (Grades 9-12)	UC A-G Requirements
ENGLISH – 4 years (40 units) including one class at the AP level.	ENGLISH – 4 years (must be grades 9-12)
MATH – 3 years (30 units) Algebra 1, 2 & Geometry.	MATH – 3 years (Algebra 1+) (4 recommended)
SCIENCE – 3 years (lab science) one of which must be AP. (30 units)	SCIENCE – 2 years (lab science)
HISTORY – 3 years including AP World and AP US History (30 units)	HISTORY – 2 years
WORLD LANGUAGE – 3 years and reach level 3	WORLD LANGUAGE – 2 years
FINE ARTS – 3 years (30 units)	FINE ARTS – 1 year
ELECTIVES – 3 years (30 units)	COLLEGE PREP. ELECTIVES – 2 years

### **Success of the Prior Charter Term**

Since its last charter renewal in 2015, Pacific Collegiate School has continued to nurture student achievement, combining personal support with high expectations to produce positive student outcomes, and has received a steady stream of accolades for its performance on both state and national scales. Among these recent accolades are the following:

### **Program Recognition**

Founded in 1999, Pacific Collegiate School (PCS) is celebrated its 20<sup>th</sup> anniversary and continues to garner local and national recognition. PCS consistently ranks among the best charter and high schools in California, and the nation:

- Recognized by *Newsweek*, *US News & World Report* and *The Washington Post* as one of the nation's top public high schools

- Ranked by *US News & World Report* as one of California's top ten public charter schools and one of the nation's best public charter schools.
- Ranked in the Top Ten Public High Schools by *US News & World Report*
- Designated a National Blue-Ribbon School (2008)
- Selected a California Distinguished School (2007, 2011, 2017)

## Student Performance

- Since May 2015, PCS students have taken 2,097 Advanced Placement examinations; the 'passage rate' (a grade of 3, 4, or 5 earned) during this period was 82%; students earned grades of 4 or 5 at a rate of 52%.
- PCS students continue to excel in science programs at the county level and beyond. Several students represent PCS at the state science fair each year.
- High school art students participate yearly in the county-wide high school art show sponsored by the Santa Cruz Art League. There are many winners every year in this juried show.
- Choral and instrumental music programs regularly earn high ratings local, regional, and state-wide music festivals. PCS regularly has high numbers of students extending their musical experience into local youth symphonies, honor jazz ensembles, and regional and state-wide honor bands, orchestras, and choirs.
- PCS students are consistently selected to play in the Santa Cruz Youth Symphony. In 2019, PCS students form nearly one third of the ensemble, representing the largest number of participants from a single school.
- In 2017-2018, Thespian Society students wrote and performed their own musical at the world-famous Edinburgh Fringe Festival in Scotland.
- Over the last three academic years (2017-2019), World Language students have received Seals of Biliteracy from the State of California 71 times in four languages.
- Over the last five academic years (2015-2019), 94% of both Advanced Placement Spanish Language and Culture and Advanced Placement and French Language and Culture students have earned scores of 3 or higher on the AP exam. Over the last 4 years (2016-2019), 81% of Latin students have received a 3 or higher on the exam, and in Chinese, in two years (2015 and 2018), 100% of the students received a 3 or higher.
- Additional student performance data is included in Appendix A.

## College Admissions

- Predictably, the academic strength of the PCS program and its students has translated into success in the college admissions process as well:
- 100% of PCS graduates are eligible for UC/CSU admissions, and 97% of students directly enroll in four- or two-year programs.
- The top ten most popular colleges PCS students have applied to in recent years are: Cal Poly San Luis Obispo, UC Santa Barbara, UC Berkeley, UC Davis, UC Santa Cruz, UC San

Diego, UC Los Angeles, Cabrillo College, San Diego State, and Northeastern.

- The top five schools to which students have been admitted are: Cal Poly San Luis Obispo, UC Santa Barbara, UC Santa Cruz, UC Berkeley, and UC Davis.

## Alumni Engagement

As a small community with a mission to prepare students to thrive at their chosen university, it is important for the school to stay connected with alumni. With the graduation of the Class of 2019, PCS now counts its total graduates at approximately 700. We regularly solicit feedback from graduates as a way of monitoring the effectiveness of the school program in meeting its mission. Included in this petition are several responses submitted by alumni recently:

- *PCS prepared me for college and life really, by teaching me how to respond to challenges. PCS isn't easy, that's pretty much a given. However, it teaches you how to respond when things are difficult. It shows you how to work incredibly hard, and if that isn't enough, how to look for alternatives, or ask for help and advocate for yourself. Those skills have been invaluable to me.*
- *I loved my time at PCS because of the close-knit community, high level academics and support I got from my peers and teachers. I was able to develop skills that I have used over and over again, academically, professionally and personally.*
- *PCS was for me an inclusive place, with a robust and quirky community that celebrated differences. I learnt while having fun and felt supported by the community I was a part of. I fostered relationships with my teachers that allowed me to engage more with the classes; I consider this to be a skill that I was very grateful I had to bring with me into college. The curriculum was advanced and I particularly enjoyed the link between the history and English curriculum.*
- *PCS prepared me extremely well for college level writing. I came into college knowing how to write multiple types of research and persuasive essays and was ahead of my peers in college.*
- *In every PCS student's time at PCS, they are going to have rough patches, sometimes more severe, sometimes just little moments of doubt. What people have to learn to understand (and by the end of senior year, already understand) is that each rough spot affects you in more ways than one and will help in the future. My experience at PCS helped me learn not only academic skills that are paying off in college, but helped me learn who I am as a student and as a person.*
- *I loved my time at PCS and built some of my strongest friendships there. I was also asked to think critically in a way that really benefited me in college. I often found my PCS classes more engaging and challenging than a number of my college classes. The dedication of the teachers really meant a lot to me and they continued to be my inspiration throughout college. They taught me to dream big and to hold myself to a high standard. Because of the preparation I got at PCS and the workload I could handle, I was able to graduate a year*

*early from college.*

## **Admissions Demand**

The powerful combination of public recognition, academic achievement, college admissions success, and alumni satisfaction described above has not gone unnoticed in the Santa Cruz community. Demand for admission into PCS has remained steady since 2010. In the most recent lottery (March, 2019) the school received more applications for admission than in any prior year. Over the past five years, the number of lottery applications has considerably exceeded the actual enrollment of the school (625 for 2019, 605 for 2018, 544 for 2017, 554 for 2016, and 623 for 2015).

Thus, Pacific Collegiate School continues to provide an exemplary college preparatory option to the Santa Cruz community. The high expectations established by the PCS program and sustained by its faculty have produced well-supported and high-achieving students, satisfied and capable graduates, and substantial community interest.

## **CHARTER RENEWAL CRITERIA**

### **Evidence of Meeting Charter Renewal Standards Pursuant to Education Code Section 47607(b) and the California Code of Regulations, Title 5, Section 11966.4(a)(1)**

Charter petitions must satisfy at least three requirements to be renewed:

Education Code Section 47607(a)(3)(A) states: “The authority that granted the charter shall consider increases in pupil academic achievement for all groups of pupils served by the charter school as the most important factor in determining whether to grant a charter renewal.”

Such increases are documented below.

AND

Education Code Section 52052(f) states: “For purposes of paragraphs (1) to (3), inclusive, of subdivision (b) of Section 47607, alternative measures that show increases in pupil academic achievement for all groups of pupils schoolwide and among numerically significant pupil subgroups shall be used.”

The alternative measures that show increases at the Charter School are documented below.

OR

Education Code Section 47607(b)(4) states: “The entity that granted the charter determines that the academic performance of the charter school is at least equal to the academic performance of the public schools that the charter school pupils would otherwise have been required to attend, as well as the academic performance of the schools in the school district in which the charter school is located, taking into account the composition of the pupil population that is served at the charter school.”

This determination, which requires a comparison to other public schools, is documented below.

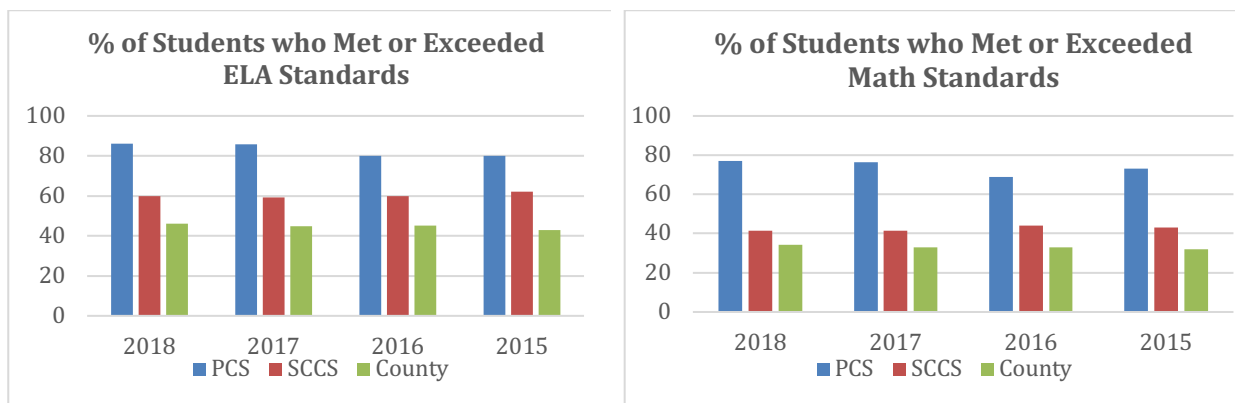
AND

Title 5, California Code of Regulations Section 11966.4(b)(1) states: “When considering a petition for renewal, the district board of education shall consider the past performance of the school's academics, finances, and operation in evaluating the likelihood of future success, along with future plans for improvement, if any.”

This requirement is met through the documentation presented in the charter renewal petition and appendices.

The following shall serve as documentation confirming that Pacific Collegiate School exceeds the statutory criteria required for renewal as set forth in Education Code Section 47607(a)(3)(A), 52052(f), 47607(b)(4) (Also see **Appendix A: Student Performance Data** and **Appendix B: California Dashboard Data Reports**)

- Pacific Collegiate School has consistently met or exceeded California school performance expectations, as reflected by CAASPP English Language Arts and Mathematics scores.



- Pacific Collegiate School students as a whole, and those in statistically significant subgroups (White and Hispanic/Latino) consistently perform at or well above grade level peers attending Santa Cruz area schools on CAASPP English Language Arts and Mathematics assessments.

ELA	% of Students who Met or Exceeded Standard – 11 <sup>th</sup> 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 <sup>th</sup> 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 <sup>th</sup> 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 <sup>th</sup> 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 <sup>th</sup> 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 <sup>th</sup> Grade					
	PCS		SCCS		SC County	
Year	White	Hispanic/ Latino	White	Hispanic/ Latino	White	Hispanic/ Latino
2018	86.31	56.25	64.33	26.35	59.55	19.35
2017	75.71	*	66.32	27.15	55.53	17.87
2016	85	80	70	23	59	17
2015	69	64	62	23	55	29

- Pacific Collegiate School graduates consistently demonstrate College and Career Readiness as one component of California Accountability System (Class of 2018: 76.2%, Class of 2017: 87%, Class of 2016: 88.7%)
- Pacific Collegiate School maintains an outstanding 5-year Cohort Graduation Rate (97.4%).

### **Analysis of Charter Renewal Criteria – Schoolwide Performance**

Therefore, Pacific Collegiate School has exceeded the charter renewal standards of Education Code Section 47607(b) and should be granted a five-year charter renewal term pursuant to Education Code Section 47607(a)(1).

### **Analysis of Charter Renewal Criteria – Student Subgroup Performance**

Education Code Section 47607(a)(3) states:

The authority that granted the charter shall consider increases in pupil academic achievement for all groups of pupils served by the charter school (defined as “a numerically significant pupil subgroup, as defined by paragraph (3) of subdivision (a) of Section 52052.” EC §47607(a)(3)(B)) as the most important factor in determining whether to grant a charter renewal.

Thus, Pacific Collegiate School’s outstanding student subgroup performance further solidifies its renewal status under Education Code Section 47607(a)(4).

## **ELEMENT A: EDUCATIONAL PROGRAM**

*Governing Law: The educational program of the charter school, designed, among other things, to identify those whom the charter school is attempting to educate, what it means to be an "educated person" in the 21st century, and how learning best occurs. The goals identified in that program shall include the objective of enabling pupils to become self-motivated, competent, and lifelong learners. Education Code Section 47605(b)(5)(A)(i).*

*Governing Law: The annual goals for the charter school, for all pupils and for each subgroup of pupils identified pursuant to Section 52052, to be achieved in the state priorities, as described in paragraphs (2) to (8), inclusive, of subdivision (d) of Section 52060, that apply for the grade levels served by the charter school, and specific annual actions to achieve those goals. A charter petition may identify additional school priorities, the goals for the school priorities, and the specific annual actions to achieve those goals. Education Code Section 47605(b)(5)(A)(ii).*

*Governing Law: If the proposed charter school will serve high school pupils, the manner in which the charter school will inform parents about the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements. Courses offered by the charter school that are accredited by the Western Association of Schools and Colleges may be considered transferable and courses approved by the University of California or the California State University as creditable under the "A" to "G" admissions criteria may be considered to meet college entrance requirements. Education Code Section 47605(b)(5)(A)(iii).*

### **MISSION AND VISION**

Pacific Collegiate School's mission is to provide exemplary, standards-based college preparatory and fine arts education for public middle and high school students. Our vision is to offer any student the same quality of education offered by the most academically distinguished schools in California. Our graduates will be prepared to enter and thrive at the world's finest colleges and universities.

In addition to a core college preparatory curriculum, Pacific Collegiate School emphasizes international, cross-cultural, and technological education in order to prepare graduates for life in the 21st Century. Pacific Collegiate School students will be introduced to the rich variety of world cultures and become fluent in at least one world language. They will become proficient in the basic information technologies essential for cultural literacy in the 21st Century.

### **TARGET POPULATION**

Our target population is middle and high school-age students who seek an exemplary, standards-based college preparatory and fine arts education. Our pupil population reflects those interested

in attending a small school with high expectations. Current enrollment for the 2019-2020 school year is at 543 students. Projected enrollment for the 2020-2021 school year will be 604 students, based solely on the current use permit for the facility at 3004 Mission Street (see additional information in the Miscellaneous Provisions section of this charter regarding Facilities.)

## **EDUCATIONAL STRATEGY**

Pacific Collegiate School, a site-based school, believes that most students, not just a few, are capable of a demanding, rigorous and relevant college preparatory high school education. The keys to drawing the best from every student are the following:

### **High expectations**

Students respond to the expectations of their peers and of the adults around them. Pacific Collegiate School sets high expectations for all students in terms of workload, behavior, and educational results. Drawing the best from every student takes immense effort from the teachers, parents/guardians, and students, but the results are well worth the effort.

### **A Small School Community**

The considerable advantage of small schools has been much researched and well documented. Students at PCS are known well by their teachers, staff and peers, and receive individual attention. Maintaining a community of scale is one of the defining elements of PCS.

Applications for admission to PCS far exceed the school's capacity. The wait-list has grown every year since the last charter term. We continue to consider opportunities to meet the high demand for a PCS education.

### **Small Class Size**

In addition to the advantages of a small school, small class size allows the individualized attention that is the essential complement of high expectations. As a charter school, Pacific Collegiate School has the flexibility to spend more of its budget on teachers and less on administration and other overhead costs, which is how we can afford to reduce class size. Keeping class sizes smaller than conventional schools is one of the identifying characteristics of PCS.

### **How Learning Best Occurs**

How learning best occurs is very dependent on the student. There is no one best method that works for all. For some students the stronger sense of community in a small school fosters the best learning. The increased accountability and potential for individualized attention that comes with a small school gives students an advantage. The establishment of high expectations for all students also contributes to student achievement and success.

## **What Does It Mean To Be An Educated Person In The 21st Century?**

The academic program at PCS is rooted in the determination that our students must be prepared for a globalized world, one wherein tools and skills acquired today can be utilized to solve problems as yet unperceived, with concepts as yet undeveloped. Educating students for the 21<sup>st</sup> 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 21<sup>st</sup> century, Pacific Collegiate School seeks to teach its students how to think, not what to think; it encourages students to ask the questions that will continue their learning throughout life rather than settling for the old responses of the past that would inhibit it.

### **Goals for Student Learning**

One of the goals of Pacific Collegiate School is enabling pupils to become self-motivated, competent, and lifelong learners. Regular and varied formative assessments provide frequent feedback and opportunity for improvement. Developmentally-appropriate learning skills and concepts, opportunities for in-depth exploration, community service and connections, and alignment with UC/CSU admissions criteria and with post-secondary options are the core of our academic approach. (See additional goals in Element B: Measurable Pupil Outcomes.)

In addition, Pacific Collegiate School identifies the following Student Learning Outcomes for all graduates:

1. PCS graduates will be self-motivated, enthusiastic, life-long learners who:
  - a. Make connections between academic study and the world in which they live.
  - b. Demonstrate skill in and passion for the arts, science, humanities, and technology.
  - c. Are able to read and comprehend a wide range of texts, both literary and non-literary.
  - d. Make connections and discriminates between different areas of study.
  - e. Are keen to pursue further study beyond PCS.
2. PCS graduates will be critical and independent thinkers who:
  - a. Are able to read critically, sort through information and develop a well-informed opinion.
  - b. Derive larger meanings from disparate sources.
  - c. Use step-by-step problem-solving skills in everyday life.

3. PCS graduates will be academically accountable individuals who:
  - a. Are well organized and can balance academic success with outside interests.
  - b. Meet deadlines and requirements.
  - c. Work well independently and in groups.
  - d. Recognize their strengths and seeks to develop them.
  - e. Are able to identify weaknesses and seek appropriate means for improvement.
  
4. PCS graduates will be responsible members of their community who:
  - a. Demonstrate respect for individuals.
  - b. Demonstrate the ability to work cooperatively and collaboratively with others.
  - c. Make equitable and substantial contributions to the community.
  - d. Demonstrate respect for their environment.
  - e. Exhibit civic responsibility by participating in volunteerism/community service.

#### **GOALS AND ACTIONS TO ACHIEVE THE STATE PRIORITIES**

Pursuant to Education Code Section 47605(b)(5)(A)(ii), the following is a table describing the Charter School's annual goals to be achieved in the state priorities schoolwide and for all pupil subgroups, as described in Education Code Section 52060(d), and specific annual actions to achieve those goals.

##### **Local Control and Accountability Plan**

The Charter School will produce a Local Control and Accountability Plan using the LCAP template adopted by the State Board of Education pursuant to Education Code Section 47606.5. The Charter School shall submit the LCAP to the County Superintendent of Schools annually on or before July 1, as required by Education Code Section 47604.33.

The LCAP and any revisions necessary to implement the LCAP shall not be considered a material revision to the charter, and shall be maintained by the Charter School at the school site.

Because each state priority has multiple parts, in order to align with the goals and annual actions to these multiple parts of each state priority, the Charter School has separated out the state priorities into "sub-priorities."

##### **STATE PRIORITY #1— BASIC SERVICES**

*The degree to which teachers are appropriately assigned (E.C. §44258.9) and fully credentialed, and every pupil has sufficient access to standards-aligned instructional materials (E.C. § 60119), and school facilities are maintained in good repair (E.C. §17002(d))*

SUBPRIORITY A – TEACHERS	
GOAL TO ACHIEVE SUBPRIORITY	100% of teachers will hold a valid CA Teaching Credential, or be in progress toward credential aligned to their teaching assignment.
ACTIONS TO ACHIEVE GOAL	Support and provide guidance for teachers on Provisional Internship Permits and Short-term Staff Permits to enter credential programs in a timely fashion. Support teachers with a Preliminary Credential via induction program. Teachers will have opportunity to participate in release days to support ongoing learning.
SUBPRIORITY B – INSTRUCTIONAL MATERIALS	
GOAL TO ACHIEVE SUBPRIORITY	100% of students, including first-to-college, Hispanic/Latino, and all other subgroups, will have access to standards-aligned materials and additional instructional materials. All students and student subgroups will have equitable access to curriculum, including AP courses.
ACTIONS TO ACHIEVE GOAL	All instructional materials purchased will be aligned to CA Common Core State Standards and aligned with our charter petition. Continue to provide all students to access to AP courses and curriculum.
SUBPRIORITY C – FACILITIES	
GOAL TO ACHIEVE SUBPRIORITY	Maintain school facilities in good repair to ensure the safety of all students. Maintain a facilities inspection rating of over 90%.
ACTIONS TO ACHIEVE GOAL	Daily general cleaning by custodial staff and partnership with Parent Volunteer Association to conduct monthly campus beautification/work days. Monthly and annual reviews of various facility requirements. Meet all school safety standards and perform annually required drills and safety inspections.
<b><u>STATE PRIORITY #2— IMPLEMENTATION OF COMMON CORE STATE STANDARDS</u></b> <i>Implementation of Common Core State Standards, including how EL students will be enabled to gain academic content knowledge and English language proficiency</i>	
SUBPRIORITY A – CCSS IMPLEMENTATION	
GOAL TO ACHIEVE SUBPRIORITY	All teachers of core classes will align curriculum to the CCSS.
ACTIONS TO ACHIEVE GOAL	Release/extra time will be provided to departments to develop and align curriculum and attend training related to CCSS.
SUBPRIORITY B – EL STUDENTS & ACADEMIC CONTENT KNOWLEDGE	
GOAL TO ACHIEVE SUBPRIORITY	100% of EL students will gain academic content knowledge through the implementation of CCSS.
ACTIONS TO ACHIEVE GOAL	EL students will participate in mainstream ELA/Literacy instruction; additional support will be provided by designated staff (ELL Instructional Assistant and Academic Support Specialist).
SUBPRIORITY C – EL STUDENTS & ENGLISH LANGUAGE PROFICIENCY	
GOAL TO ACHIEVE SUBPRIORITY	100% of EL students will gain English Language proficiency. 100% of Reclassified Fluent English Proficient students will receive ongoing academic support to ensure academic success for at least four years after reclassification.

<b>ACTIONS TO ACHIEVE GOAL</b>	EL students will receive additional targeted language instruction in alignment with California ELA/ELD Framework until they achieve fluency.
<b><u>STATE PRIORITY #3— PARENTAL INVOLVEMENT</u></b> <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>	
<b>SUBPRIORITY A – ACHIEVING/MAINTAINING PARENTAL INVOLVEMENT</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	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.
<b>ACTIONS TO ACHIEVE GOAL</b>	<p>The Governing Board has a general policy of interviewing all interested parent directors. The Governing Board has a strong continuing track record of parent representation.</p> <p>School will recruit parent/guardian representation through school communications, maintain regular meeting schedules, and intentionally seek representatives from parents/guardians of students who are first-to-college, Hispanic/Latino, and/or any other subgroups.</p>
<b>SUBPRIORITY B – PROMOTING PARENT PARTICIPATION</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	Increase parental volunteerism, attendance at parent and community events, and provide input to school. Increase diversity of parents participating in volunteer, parent education, and community events.
<b>ACTIONS TO ACHIEVE GOAL</b>	<p>School will seek to increase participation via school communications, regular meeting schedules, and through outreach and programming focused on the needs of students who are first-to-college, Hispanic/Latino, and/or any other subgroups.</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, tracking of parent volunteer hours.</p>
<b>SUBPRIORITY C – PROMOTING PARENT PARTICIPATION FOR UNDUPLICATED STUDENTS AND STUDENTS WITH EXCEPTIONAL NEEDS</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	Increased participation in parent education and community events by the families of unduplicated students, English Learners, and students with special needs. Provide input to school specific to programs for these students.
<b>ACTIONS TO ACHIEVE GOAL</b>	Mentoring program pairing new FTC families with experienced PCS FTC families, FTC parent education programs (e.g. College and Financial Aid Information geared toward FTC families), targeted surveys and focus group input opportunities for families of students with special needs, 504 Plans, English Learners, and other unduplicated students



**STATE PRIORITY #4— STUDENT ACHIEVEMENT**

*Pupil achievement, as measured by all of the following, as applicable:*

- A. California Assessment of Student Performance and Progress statewide assessment*
- B. Percentage of pupils who have successfully completed courses that satisfy UC/CSU entrance requirements, or career technical education*
- C. Percentage of ELs who make progress toward English language proficiency as measured by the English Language Proficiency Assessments for California (ELPAC)*
- D. EL reclassification rate*
- E. Percentage of pupils who have passed an AP exam with a score of 3 or higher*
- F. Percentage of pupils demonstrating College and Career Readiness, as reflected in California's accountability system*

**SUBPRIORITY A – CAASPP: ELA/LITERACY AND MATHEMATICS**

<b>GOAL TO ACHIEVE SUBPRIORITY</b>	75% of students at every applicable grade level, including all student subgroups, score proficient or higher on the CAASPP statewide assessment in the areas of English Language Arts/Literacy and Mathematics. First to college students and Hispanic/Latino students will perform comparably to general student population.
<b>ACTIONS TO ACHIEVE GOAL</b>	Classroom instruction and environment conducive to student learning of CCSS aligned curriculum. Meaningful use of instructional technology to enhance student learning. FTC academic support including tutoring, parent education, peer-to-peer network, academic support team.

**SUBPRIORITY B – UC/CSU COURSE REQUIREMENTS**

<b>GOAL TO ACHIEVE SUBPRIORITY</b>	100% of PCS graduates, including all student subgroups, will satisfy the UC/CSU course requirements.
<b>ACTIONS TO ACHIEVE GOAL</b>	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**

<b>GOAL TO ACHIEVE SUBPRIORITY</b>	100% EL students will advance at least one performance level per the ELPAC each academic year.
<b>ACTIONS TO ACHIEVE GOAL</b>	EL students will receive in-class instructional support which includes 1:1 teacher support, 1:1 teacher assistant support, small group work, usage of SDAIE and ELD instructional strategies.

**SUBPRIORITY D – EL RECLASSIFICATION RATES**

<b>GOAL TO ACHIEVE SUBPRIORITY</b>	EL students will be reclassified as Fluent English Proficient and perform at grade level on the CAASPP statewide assessment.
<b>ACTIONS TO ACHIEVE GOAL</b>	100% EL students will receive in-class instructional support which includes 1:1 teacher support, 1:1 teacher assistant support, small group work, usage of SDAIE and ELD instructional strategies.

**SUBPRIORITY E – AP EXAM PASSAGE RATE**

<b>GOAL TO ACHIEVE SUBPRIORITY</b>	75% of AP Exams taken by PCS students will earn a score of 3, 4 or 5, including first-to-college, Hispanic/Latino, and all other subgroups.
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<b>ACTIONS TO ACHIEVE GOAL</b>	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.
<b>SUBPRIORITY F – COLLEGE READINESS</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	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).
<b>ACTIONS TO ACHIEVE GOAL</b>	Offer a rigorous college preparatory curriculum that requires students to take A-G courses. School will subsidize cost of test preparation courses for all students, including first-to-college, Hispanic/Latino, and all other subgroups. School will schedule sufficient sections of test prep and college-preparatory research opportunities to accommodate all interested students, and advertise these opportunities to all families. AP test fees will be subsidized for students eligible for Free and Reduced-Price Meals.
<b><u>STATE PRIORITY #5— STUDENT ENGAGEMENT</u></b>	
<i>Pupil engagement, as measured by all of the following, as applicable:</i>	
A. School attendance rates	
B. Chronic absenteeism rates	
C. Middle school dropout rates (EC §52052.1(a)(3))	
D. High school dropout rates	
E. High school graduation rates	
<b>SUBPRIORITY A – STUDENT ATTENDANCE RATES</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	PCS will maintain a 95% ADA rate for both junior high and high school students, including first-to-college, Hispanic/Latino, and all other subgroups.
<b>ACTIONS TO ACHIEVE GOAL</b>	Increase monitoring and communication with parents of chronically absent students to decrease truancy.
<b>SUBPRIORITY B – STUDENT ABSENTEEISM RATES</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	Students will not have more than 10 absences in any school year.
<b>ACTIONS TO ACHIEVE GOAL</b>	Parents will be informed of chronic absences as specified in the PCS Attendance Policy. Vice Principal will meet with parents of chronically absent students.
<b>SUBPRIORITY C – MIDDLE SCHOOL DROPOUT RATES</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	PCS will promote 95% of 7 <sup>th</sup> and 8 <sup>th</sup> grade students.
<b>ACTIONS TO ACHIEVE GOAL</b>	PCS will offer an academically engaging learning environment and academic support for all its students.
<b>SUBPRIORITY D – HIGH SCHOOL DROPOUT RATES</b>	

<b>GOAL TO ACHIEVE SUBPRIORITY</b>	PCS will promote 95% of 9 <sup>th</sup> -11 <sup>th</sup> grade students.
<b>ACTIONS TO ACHIEVE GOAL</b>	PCS will offer an academically engaging learning environment and academic support for all its students.
<b>SUBPRIORITY E – HIGH SCHOOL GRADUATION RATES</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	95% of PCS 12 <sup>th</sup> grade students will graduate.
<b>ACTIONS TO ACHIEVE GOAL</b>	PCS will offer academic support and guidance for students at all grade levels.
<b><u>STATE PRIORITY #6— SCHOOL CLIMATE</u></b>	
<i>School climate, as measured by all of the following, as applicable:</i>	
<i>A. Pupil suspension rates</i> <i>B. Pupil expulsion rates</i> <i>C. Other local measures, including surveys of pupils, parents, and teachers on the sense of safety and school connectedness</i>	
<b>SUBPRIORITY A – PUPIL SUSPENSION RATES</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	PCS will maintain an annual suspension rate of less than 2%.
<b>ACTIONS TO ACHIEVE GOAL</b>	PCS will maintain clear behavior guidelines and promote a culture of respect.
<b>SUBPRIORITY B – PUPIL EXPULSION RATES</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	PCS will maintain an annual expulsion rate of less than 1%
<b>ACTIONS TO ACHIEVE GOAL</b>	PCS will maintain clear behavior guidelines and promote a culture of respect.
<b>SUBPRIORITY C – OTHER SCHOOL SAFETY AND SCHOOL CONNECTEDNESS MEASURES (SURVEYS)</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	PCS students and staff will adhere to the school safety plan.
<b>ACTIONS TO ACHIEVE GOAL</b>	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.
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	90% of students eligible to use Free and Reduced-Price Meal (FRPM) program will participate.
<b>ACTIONS TO ACHIEVE GOAL</b>	Communication and direct outreach to ensure eligible families are aware of FRPM program and how to enroll.
<b><u>STATE PRIORITY #7— COURSE ACCESS</u></b>	
<i>The extent to which pupils have access to, and are enrolled in, a broad course of study, including programs and services developed and provided to unduplicated students (classified as EL, FRPM</i>	

<p><i>eligible, or foster youth; E.C. §42238.02) and students with exceptional needs.</i></p> <p><i>“Broad course of study” includes the following, as applicable:</i></p> <p><i>Grades 1-6: English, mathematics, social sciences, science, visual and performing arts, health, physical education, and other as prescribed by the governing board. (E.C. §51210)</i></p> <p><i>Grades 7-12: English, social sciences, world language(s), physical education, science, mathematics, visual and performing arts, applied arts, and career technical education. (E.C. §51220(a)-(i))</i></p>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	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.
<b>ACTIONS TO ACHIEVE GOAL</b>	All academic content areas will be available to all students, including student subgroups, at all grade levels.
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	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.
<b>ACTIONS TO ACHIEVE GOAL</b>	All 7 <sup>th</sup> grade students will be enrolled in a technological literacy course (Study Skills and Technology). School will continue to offer multiple sections of computer science, SSTech, and incorporate technology-based instruction across the curriculum. School will maintain adequate number of devices for student use to support technology integration in learning.
<p><b><u>STATE PRIORITY #8—OTHER STUDENT OUTCOMES</u></b></p> <p><i>Pupil outcomes, if available, in the subject areas described above in #7, as applicable.</i></p>	
<b>SUBPRIORITY A – ENGLISH</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	<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 11<sup>th</sup> grade or AP English Literature during 12<sup>th</sup> grade.</p>
<b>ACTIONS TO ACHIEVE GOAL</b>	All students at PCS will participate in a rigorous vertically aligned English curriculum which will culminate in students taking AP English Language in 11 <sup>th</sup> grade and/or AP English Literature in 12 <sup>th</sup> grade. At each level students will focus on writing, reading, discussion, and vocabulary.
<b>SUBPRIORITY B – MATHEMATICS</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	<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>
<b>ACTIONS TO ACHIEVE GOAL</b>	All students will participate in a rigorous, vertically aligned curriculum designed to prepare students for AP level mathematics by the 12 <sup>th</sup> grade.
<b>SUBPRIORITY C – SOCIAL SCIENCES</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	All students, including all student subgroups, unduplicated students, and students with exceptional needs, will demonstrate grade level skills and content knowledge in World History and US History.

	All PCS students will complete AP World History and AP US History.
<b>ACTIONS TO ACHIEVE GOAL</b>	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.
<b>SUBPRIORITY D – SCIENCE</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	<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 8<sup>th</sup> and 11<sup>th</sup> 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>
<b>ACTIONS TO ACHIEVE GOAL</b>	All PCS students will participate in a rigorous Science curriculum that focuses on hands on learning and critical thinking. While challenging, this curriculum is designed with the belief that all students can be successful.
<b>SUBPRIORITY E – VISUAL AND PERFORMING ARTS</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	100% of PCS students will take at least 3 years of Visual and performing arts during 9 <sup>th</sup> -12 <sup>th</sup> grade.
<b>ACTIONS TO ACHIEVE GOAL</b>	PCS will offer a rich and varied Visual and performing arts curriculum that includes classes in visual arts, drama, choir, dance, and instrumental music.
<b>SUBPRIORITY F – WORLD LANGUAGES</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	100% of PCS students will take a minimum of 3 years of a single World language.
<b>ACTIONS TO ACHIEVE GOAL</b>	PCS will offer four-year programs in at least four languages, with the 4 <sup>th</sup> year being an AP Course.

### Parent Notification of Course Eligibility for College and Transfer Units

All of Pacific Collegiate School's high school courses meet state standards, are a-g approved and UC/CSU certified for college entry requirements, as indicated in our course catalog, which is posted on the PCS website.

For any student transferring out of PCS, parents will be notified in writing of the transferability of courses completed by the student as part of the exit procedure.

The Western Association of Schools and Colleges Accrediting Commission for Schools provided Pacific Collegiate School with a six-year Certificate of Accreditation, which extends through June 30, 2021. We have every expectation that our accreditation with WASC will be extended through June 30, 2027 when we review our progress with them in the spring of 2021.

## Curriculum

The distinctiveness of our program lies in its high academic and behavioral expectations, small school environment, and small class size. The curriculum is challenging and relevant, and technology plays an integral role, supplementing curricular access and helping to improve productivity and communication. From the school's earliest days, student outcomes have demonstrated the positive impact of a concentration on rigor; this charter term will continue to place increased emphasis on academic challenge combined with relevance both within and among courses, thus providing regular opportunities for connecting the curriculum with the outside world.

In its twenty-year history, Pacific Collegiate School has developed a curriculum guided by five organizing principles:

1. Coherent content
2. Integration and coordination within the humanities, especially English and history
3. Integration of the sciences and mathematics
4. International and cross-cultural focus, including the study of world languages
5. Integration of Visual and performing arts

We believe that virtually all students are capable of taking and passing Advanced Placement ("AP") exams if the students are in a climate where that is expected of them, and they are given sufficient support to achieve this goal.

In each field, we want students to be prepared to take and pass AP exams; preparation and study skill development is therefore an essential component of curriculum in earlier grades.

The vertical course alignment at PCS provides for important academic advantages for both less prepared and more prepared students. For students who are less academically ready entering PCS, the curriculum and academic support services are specifically designed to build to success in the high school curriculum and the AP courses. For students who are initially more prepared for the PCS curriculum series, the integration of these grades into one school allows them to begin more challenging coursework prior to entering the high school grades.

## Graduation Requirements

<b><u>PACIFIC COLLEGIATE</u></b> <b><u>REQUIREMENTS</u></b> <b>220 units, 22 courses (Grades 9-12)</b>	<b><u>UC a-g REQUIREMENTS</u></b>
ENGLISH – 4 years (40 credits), including AP English Language or AP English Literature	ENGLISH – 4 years (must be grades 9-12)
MATH – 3 years (30 credits), Algebra 1, 2, and Geometry	MATH – 3 years (Algebra 1+) (4 recommended)
SCIENCE – 3 years (lab science) (30 credits), including at least one lab-based AP science course	SCIENCE – 2 years (lab science)
HISTORY – 3 years (30 credits), including AP U.S. History, AP World History	HISTORY – 2 years
WORLD LANGUAGE – 3 years (30 credits) or through level 3	WORLD LANGUAGE – 2 years
FINE ARTS – 3 years (30 credits)	FINE ARTS – 1 year
ELECTIVES – 3 years (30 credits)	COLLEGE PREP. ELECTIVES – 2 years



**A Typical 6-Year Course Sequence (22 courses from grades 9-12 with (\*) indicating courses required for graduation)**

Subject	HS Graduation Requirements	Grade 7	Grade 8	Grade 9	Grade 10	Grade 11	Grade 12
English	4 years, taken grades 9-12	English 7*	English 8*	English 9*	English 10*	*One of: AP English Lang. or Honors American Lit.	AP English Literature* or Honors American Literature
History	3 years, taken grades 9-12	History 7*	History 8*	History 9*	AP World History*	AP US History*, Rhetoric & Oratory, History Elective	
Science	3 years lab science, taken grades 9-12, including one year each of Biology, Physics, and Chemistry. At least one AP Science course.	Science 7	Science 8	Biology*	Chemistry*	Physics* or AP Physics 1*	One or two of: AP Biology AP Environmental Science AP Physics 1 AP Physics 2 AP Physics C AP Chemistry
Math	3 years of math (including one year each of Alg.I, Alg.II, Geometry)	Pre-Algebra*, Algebra 1, Algebra 2	Algebra I or Algebra 2 or Geometry	Algebra 1, 2*, Geometry*, Honors Pre-Calculus*	Algebra 1*, 2*, Geometry*, Honors Pre-Calculus*, AP Calculus BC	Algebra 2*, Geometry*, Honors Pre-Calculus*, AP Calculus*, AP Statistics*, AP Computer Science*	Geometry*, Honors Pre-Calculus, Honors, AP Computer Science A, AP Calculus BC, AP Statistics, Intro to Engineering, Adv. Computer Science Honors
VPA	3 years of any visual or performing art, taken in grades 9-12*	One of: Perform. Arts 7 Art 1 Music 1	One of: Drama 1 Art 1, 2 Music 1 & 2 Chorus Dance Studies	*One of: Drama 1, 2 Chorus Adv. Choir Art 1, 2, 3 Video Production Dance Studies Graphic & Digital Arts 1 2-D Design Music 1,2,3	*One of: Drama 1,2,3 Chorus, Adv. Choir Dance Studies Art 1, 2, 3 Studio Art Video Production Graphic & Digital Arts 2-D Design Music 1,2,3 AP Music Theory	*One or two of: Drama 1,2,3 Chorus, Adv. Choir Dance Studies Art 1, 2, 3 Studio Art Video Production Graphic & Digital Arts 2-D Design Music 1,2,3 AP Music Theory AP Art History	
World Language	3 years of the same language* (any grade level)	World Language level 1*	World Language level 1*, 2*	World Language level 1*, 2* or 3*	World Language level 1*,2*, 3*, 4 or AP	World Language level 1*,2*, 3*, 4 or AP	World Language level 1,2, 3*, 4 or AP
College-Prep Elective	3 years of electives*	Study Skills - Technology					

\*Required Courses of the 220 units required in grades 9-12 for graduation

**Bold:** Required for UC a-g



## Curriculum Integration

PCS emphasizes the integration of academic materials between subject areas, and as such, curricula at the school is both vertically and horizontally aligned. Departments continually work to refine vertical integration of curriculum with respect to both content and skills, and grade levels meet to discuss horizontal alignment on a monthly basis. Syllabi of various courses are planned to be complementary and reinforcing.

The English and History departments at Pacific Collegiate School are fundamentally oriented towards horizontal alignment. Additionally, the Math and Science departments work together weekly to improve students' understanding of related concepts and have integrated topic coverage for optimal timing and preparation. Further, Math history is laddered into many topics for relevance. The Visual and Performing Arts and World Language department teachers regularly collaborate with other departments to afford students an opportunity to connect curriculum across subject areas. For instance, collaborations have occurred between the AP World History course and Spanish 3 as students studied historical figures such as Juan and Eva Peron, and students in Latin are exposed to grammatical terminology that is purposefully aligned with the terminology used in English 7, 8 and 9.

The current course offerings at Pacific Collegiate School are set forth below. Our 2019-20 Master Schedule is included in **Appendix C**.

<b><u>English</u></b> 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	<b><u>World Languages</u></b> Chinese 1, 2, 3, 4/AP French 1, 2, 3, 4 / AP Latin 1, 2, 3, AP Spanish 1, 2, 3, AP
<b><u>History</u></b> 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	<b><u>Visual Arts</u></b> Art 1 Art 2 Art 3 Graphic and Digital Arts Studio Art AP Studio Art AP Art History

<b><u>Science</u></b> Seventh Grade Life Science Eighth Grade Physical Science Biology Chemistry Physics or AP Physics 1 AP Biology AP Chemistry AP Physics 1 AP Physics 2 AP Physics C AP Environmental Science	<b><u>Performing Arts</u></b> Drama 1 – Beginning Drama 2 – Intermediate Drama 3 – Advanced Video Production Dance Studies
<b><u>Mathematics</u></b> 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	<b><u>Music</u></b> Music 1 – Beginning Instrumental Music 2 – Intermediate Instrumental Music 3 – Advanced/Symphonic Music 3 – Advanced/Jazz Chorus Advanced Chorus AP Music Theory

## Subject Area Discussion

### *English*

Each year, students will read, discuss, and write about works of literature which are thematically linked with their history course, except in 12th grade. Plays will be read aloud and performed as reader's theater, and students will learn to give formal speeches as well as to participate effectively in discussions. The primary writing emphasis is on developing coherent, articulate expository essays. Instruction in grammar is integrated with writing assignments, which are related to the literature being studied. Students write on a variety of topics, and in a number of genres, including poetry, letters, and journals. Compositions are carefully and promptly evaluated, and students learn how to correct and revise their work. Each year, students build academic vocabulary through a supplementary vocabulary program (currently Vocabulary Workshop) which includes preparation for the PSAT and SAT exams. A Shakespearean play linked to the year's focus is studied each year. Focused note-taking, timed-writing, and reading comprehension are included within each course. All English courses are designed to prepare students to take AP English Language in 11th grade and AP English Literature in 12<sup>th</sup> grade. Honors American Literature may be substituted for one AP English course in either 11th or 12th grade.

## *History*

The History curriculum at Pacific Collegiate School is global in its approach and grounded in a chronological study of human activities from ancient times to the present. Each course comprises a survey of major movements and events, for which a general text serves to provide a structure, combined with in-depth studies of selected problems or areas of interest with the addition of extra readings and documents. In the 7th and 11th grade, U.S. History courses and in the three-year World History sequence in grades 8 through 10, the History program is linked with literature studied in the English program. Class format includes lectures, class discussion, current events, group study activities, role play and debates, and student presentation of work. At each level, students undertake individual research projects as well as numerous smaller writing assignments. Geography, art history, anthropology, current issues and other fields are integrated into the study of history in all periods.

## *Mathematics*

Students are placed in the appropriate math class as part of the enrollment process using an internally-developed diagnostic tool, as well as teacher recommendations and external test performance. At all levels of instruction, there is attention to the following: judicious use of the graphing calculator including elementary programming; familiarity with a library of elementary functions; obtaining solutions analytically, numerically, and graphically; the development of rigorous mathematical exposition and argument; and applications of mathematical concepts in other courses, especially in science.

The mathematics curriculum at Pacific Collegiate School is designed to prepare students to take AP Calculus B/C by 12th grade. The course sequence includes the following: Pre-Algebra, Elementary Algebra, Advanced Algebra, Euclidean Geometry, Pre-Calculus including Trigonometry, AP Calculus BC and Multivariable Calculus. In addition to the canonical pure mathematics path of study, students may choose from the following electives: AP Statistics, AP Computer Science, Advanced Computer Science and Intro to Engineering. The content of each course follows the recommendations of UC and CSU for academic preparation in mathematics, and the Common Core State Standards.

## *Science*

The science curriculum at Pacific Collegiate School prepares students for AP courses and is integrated with the prerequisite mathematics. AP Biology, AP Chemistry, AP Environmental Science and AP Physics 1, 2 and C are regularly offered and typically taken in 11th or 12th grade.

The 7th and 8th grade science courses are designed as an introduction to all of the fundamental sciences. Life science is the main focus for the 7th grade, and chemistry/physics are covered in 8th grade. These courses are meant to introduce students to the basic scientific concepts as well as basic science methodology. Experimental design and field projects are emphasized and independent science fair projects are required by all 7th and 8th grade students. In these two classes students are also given a basic introduction to computer science and electronics.

The high school level Physics, Chemistry, and Biology follow the recommendation of UC and CSU for academic preparation in the natural sciences as well as providing instruction in all required Next Generation Science Standards. Students are required to take at least one lab-based AP science course. Students aiming for careers in STEM fields are encouraged to take multiple

AP science courses.

### *World Languages*

The World language classes at Pacific Collegiate School (with the exception of Latin) are taught primarily in the target language. The curriculum includes developing oral and auditory competence, as well as reading and writing instruction in the target language. The goal for each level of oral instruction at all levels is 90% use of the target language. We encourage students to take four years of one world language, and it is possible to learn two new languages by graduation, if a student so chooses. Cultural activities and presentations, field trips, and guest presentations throughout the year help students to gain an appreciation of the historical and cultural context of their language of study. Our three-year language requirement increases the confidence and fluency of students, and also raises their profile for college admissions. We use a wide array of assessments to evaluate student progress and proficiency in reading, writing, speaking, and listening in the target language.

Our strategy for language offerings is to offer Spanish, one more European language (currently French), one non-European modern language (currently Mandarin), and one classical language (currently Latin). The specific selections may change over time.

### *Visual and Performing Arts*

Pacific Collegiate School recognizes the importance of the visual and performing arts as creative disciplines that embody a wealth of universal ideas, values, emotions and technologies that are integral parts of our civilization. The visual and performing arts program of Pacific Collegiate School is based upon the concept that the arts are an essential component of a complete education and a requirement for cultural literacy. In concert with the international focus of Pacific Collegiate School, the visual and performing arts program incorporates the contributions of diverse cultural traditions across many time periods.

The visual and performing arts program at Pacific Collegiate School encompasses the visual arts, theater arts, music, and dance. Visual arts instruction is offered in a structured sequence of course work that provides experience with the materials and methods of art in both two- and three-dimensional media. Visual arts courses are based around the completion of an exhibition portfolio. This instruction emphasizes the development of perceptual awareness, the acquisition of a visual and verbal vocabulary related to art, approaches to creative problem solving, and the acquisition and practice of skills leading beyond competency to excellence in a wide variety of expressive media.

The visual and performing arts program promotes investigations into cultural and historical contexts of major art movements, the contributions of diverse cultural traditions, and the concept of aesthetics as it relates to fine art. The theater arts program focuses upon both individual and group performance and writing for the theater. It offers an introduction to the history of theater through investigation of the works of leading playwrights and planned theater productions. The music program involves the students in a rich experience of instrumental and vocal performance. An appreciation for our rich musical heritage and the contributions of composers and musicians is fostered. Opportunities for collaboration through ensemble and individual study are promoted in all arts programs at Pacific Collegiate School.

## **Concurrent Enrollment and Opportunities for Independent Study**

The educational marketplace naturally contains many opportunities for students to learn subjects and skills that are not available in our small school environment. To supplement the core required curricular offerings at PCS, students may seek concurrent enrollment at Cabrillo, UCSC, and other postsecondary institutions. Focus projects and Capstone Courses are options for 11th and 12th grade students who want to explore a topic in-depth with the mentorship of a PCS teacher and/or an outside sponsor with prior agreement by PCS administration. These are used to supplement, rather than replace, courses offered at PCS. All independent study coursework will meet the legal requirements of Education Code Section 51745, *et seq.*

## **Student Attendance**

Pacific Collegiate School shall meet or exceed the legally required annual instructional minutes minimum, pursuant to Education Code Section 47612.5(a) and number of school days pursuant to Title 5, California Code of Regulations Section 11960. Students are expected to attend school daily. Absences or tardies must be documented with a valid excuse. (See Instructional Minutes in **Appendix D**, and the Academic Calendar in **Appendix E**).

## **Plan for Serving Academically Low-Achieving and Socioeconomically Disadvantaged Students**

### **Evaluation of Need**

1. In the case of students newly entering PCS, academic support begins prior to enrollment. Shortly after students are admitted, they are offered an opportunity to take a math placement test. The results of the math test give teachers information for placement in Pre-Algebra, Algebra I or Algebra II and to identify student learning needs and potential interventions to support student success. English Language Arts teachers give local diagnostic assessments to identify student learning needs and potential interventions at the beginning of each school year.
2. PCS staff also review students' cumulative files containing standardized test data, and any past history of academic intervention.
3. PCS offers an introductory Base Camp for incoming 7<sup>th</sup> grade students. This three-day program is designed to orient students to PCS coursework and expectations, while simultaneously providing an opportunity for community building. New students are connected to small groups, peer mentors, and supportive staff prior to coming to PCS. A similar orientation opportunity is provided for new students in grades 8-12.
4. Students are also identified as requiring support throughout the year via teacher observations, as well as during parent/teacher meetings. Grade level team meetings are held monthly to discuss student progress, collaborate on intervention strategies, and to request further support where needed. If a student is observed to be struggling (by either a teacher or parent), the student is recommended for Student Success Team (SST) meeting and interventions and supports are considered for implementation.

## **STUDENT SUPPORT SERVICES**

All PCS students are offered an integrated system of support services that currently includes (through is not limited to) the following components:

- There is a 40-minute tutorial period two days a week in which students can work with teachers and peers on any subject they choose.
- The “Get It Done” seminar enrichment period on Tuesdays is assigned and provides academic / organizational support for specific students when necessary. Other seminar topics offer support in social / emotional skills.
- Peer Tutoring is offered during tutorial, after school or other times arranged by students.
- Teachers are available for support during tutorial and at additional times.
- A library is designated for supervised quiet study during students’ free time and is available from the beginning of the school day until 4:30 p.m.
- Teachers meet regularly in grade level teams on student case management in order to quickly identify students in need of assistance, based on grades, test scores, attendance, social/emotional, and/or other issues (e.g., behavior, environment, etc.).
- Student Support Team (“SST”) meets weekly to review information on students of concern and to organize support for students where appropriate, often leading to involvement of parents. Collaboration with other agencies in the community is sought when appropriate and necessary in order to support the student at school.
- When disability is suspected, students are referred for special education evaluation, in coordination with school psychologist and North Santa Cruz Special Education Local Plan Area (SELPA).

See **Appendix F** for more information on Student Support Systems and a flow chart.

## **REPORTING AND MONITORING**

Pacific Collegiate School encourages teachers and parents to communicate freely and regularly regarding their student’s academic experience. A student’s early struggles are often noted first in an informal email from teacher to parent (or the reverse). When a potentially negative pattern begins to appear – for example, a declining grade curve or a marking period grade of ‘C’ – a teacher will communicate academic concerns with the Grade Level team and Academic Support Specialist. This generates further communication to the student’s parents, reinforcing the early intervention that can help ensure that a student “will develop the necessary skills to succeed at PCS.” Recommendations for support services such as peer tutoring or an assigned tutorial may be made, based on (1) low test grades, (2) difficulty in completing assignments on time, (3) struggling with academic content, particularly prerequisite knowledge, (4) other areas of concern.

This pattern of home-school partnership and communication is central to the PCS approach, as we have found improvement is more likely when the key adults in a student’s life are united in



the messages and support with which the student is provided.

If, despite proactive efforts on the part of the student, the teacher, and the parents, the pattern of low achievement persists, the Student Support Team may recommend a Student Study Team Review. Such a review would consider and investigate academic, emotional, behavioral, and attendance concerns, as well as any record of intervention strategies that were attempted (and the resultant outcomes). Optimally, the result of such a study would be a more effective course of action and intervention that is embraced by all parties and pursued by mutual agreement. On occasion, however, the study could also lead to a Referral for Individual Assessment (North Santa Cruz Special Education Local Plan Area), with the possibility that the student could, if so assessed, benefit from Pacific Collegiate School's Special Education program.

In summary, Pacific Collegiate School's response to academically under-performing students is one of steady attention and regular escalation of response, as needed. As our belief is that all students can succeed with adequate support, our efforts throughout the process aim to determine just what the proper level of support may be to ensure student success.

### **Social Promotion and Accountability**

Social promotion, which is defined as pushing forward a pupil who is already failing because it would be embarrassing to repeat a year, is widely recognized to be a public policy failure which does not serve the student, the other pupils, or society as a whole. Pacific Collegiate School maintains academic accountability for all, and students who fail required classes must repeat them.

Every reasonable effort will be made to identify and assist struggling students before they have to repeat a course. This includes the use of a variety of academic and behavioral supports, as outlined above, as well as those determined necessary by SST. Pacific Collegiate School also works with North Santa Cruz SELPA to provide the accommodations, modifications, and support services determined necessary by students' IEP and 504 plans.

### **Plan for Serving Academically High-Achieving Students**

The PCS curriculum and academic program are, among other objectives, directly meant to support, encourage, and sustain high achievement. As such, specific attention to academically high-achieving students – as an issue to be addressed and of itself – is infrequent. However, while all students at PCS have open access to our Advanced Placement courses, those who are especially high-achieving can access, in addition:

- Advanced classes in each subject
- Articulated enrollment with Cabrillo, UCSC, and other post-secondary instruction.
- A full range of academically enriching clubs and activities.
- The opportunity for independent work/research and/or graded Focus Projects or Capstone Projects with a faculty advisor.

Grade level teams may also discuss the acceleration or enrichment needs of high-achieving students, and develop individualized plans to support their academic needs.

## **Plan for Serving English Learners**

Pacific Collegiate School meets all applicable legal requirements for English Learners (“EL”) , including long-term English Learners or English Learners at risk of becoming long-term English Learners, as pertain to annual notification to parents, student identification, placement, program options, EL and core content instruction, teacher qualifications and training, reclassification to fluent English proficient status, monitoring and evaluating program effectiveness, and standardized testing requirements. Pacific Collegiate School maintains and implements policies to assure proper placement, evaluation, and communication regarding ELs and the rights of students and parents, which are available upon request. PCS employs an ELL Instructional Assistant to specifically support the academic and language development needs of English Learners at PCS.

### *Home Language Survey*

Pacific Collegiate School administers the appropriate home language survey upon a student’s initial enrollment into Pacific Collegiate School (on enrollment forms).

### *ELPAC Testing*

All students who indicate that their home language is other than English will be tested with the English Language Proficiency Assessments for California (“ELPAC”). The ELPAC has four proficiency levels (Level 4: well developed; Level 3: moderately developed; Level 2: somewhat developed; and Level 1: minimally developed) and is aligned with the 2012 California ELD Standards.

The ELPAC consists of two separate assessments:

- Initial Assessment (“IA”)  
The ELPAC IA is used to identify students as either an English Learner, or as fluent in English. The IA is administered only once during a student’s time in the California public school system based upon the results of the home language survey. The locally scored IA will be the official score. The IA is given to students in grades TK–12 whose primary language is not English to determine their English proficiency status.
- Summative Assessment (“SA”)  
ELs will take the SA every year until they are reclassified as fluent English proficient. The ELPAC SA is only given to students who have previously been identified as an EL based upon the IA results, in order to measure how well they are progressing with English development in each of the four domains. The results are used as one of four criteria to determine if the student is ready to be reclassified as fluent English proficient, to help inform proper educational placement, and to report progress for accountability.

Both the ELPAC SA and IA are paper–pencil assessments administered in seven grade spans—K, 1, 2, 3–5, 6–8, 9–10, and 11–12. In kindergarten and grade 1, all domains are administered individually. In grades 2–12, the test is administered in groups, exclusive of speaking, which is administered individually.

Testing times will vary depending upon the grade level, domain, and individual student. Both the ELPAC IA and SA are given in two separate testing windows through the school year.

The IA testing window will be year-round (July 1–June 30). Any student whose primary



language is other than English as determined by the home language survey and who has not previously been identified as an English Learner by a California public school or for whom there is no record of results from an administration of an English language proficiency test, shall be assessed for English language proficiency within 30 calendar days after the date of first enrollment in a California public school, or within 60 calendar days before the date of first enrollment, but not before July 1 of that school year.

The SA testing window will be a four-month window after January 1 (February 1–May 31). The English language proficiency of all currently enrolled English Learners shall be assessed by administering the test during the annual assessment window.

Pacific Collegiate School notifies all parents of its responsibility for ELPAC testing and of ELPAC results within thirty days of receiving results. The ELPAC shall be used to fulfill the State and Federal requirements for annual English proficiency testing.

### *Services*

Individual Learning Plans (ILPs) are written and implemented as necessary to support English Learners. Our goal is for students to ultimately test out of ELD and to engage the PCS academic program in an all-English classroom environment.

Services for English Learners include:

- ELPAC testing to identify language status and needs
- Pull out sessions for extra language and academic support
- Paraphrasing and accommodated assignments and resources as needed
- Access the menu of services listed for any struggling student
- Other services as needed
- CLAD certified (or the CTC equivalent) and SDAIE trained staff among the faculty have the capacity and resources to accommodate individual needs
- BCLAD certified EL Instructional Assistant is available to directly support students and confer with teachers regarding appropriate instructional strategies, materials, and supports to meet the needs of English Learners and those students recently reclassified as Fluent English Proficient

### *Reclassification Procedures*

Reclassification procedures utilize multiple criteria in determining whether to classify a pupil as proficient in English including, but not limited to, all of the following:

- Assessment of language proficiency using an objective assessment instrument including, but not limited to, the ELPAC
- Participation of the pupil's classroom teachers and any other certificated staff with direct responsibility for teaching or placement decisions of the pupil to evaluate the pupil's curriculum mastery

- Parental opinion and consultation, achieved through notice to parents or guardians of the language reclassification and placement including a description of the reclassification process and the parents' opportunity to participate, and encouragement of the participation of parents or guardians in the reclassification procedure including seeking their opinion and consultation during the reclassification process
- Comparison of the pupil's performance in basic skills against an empirically established range of performance in basic skills based upon the performance of English proficient pupils of the same age that demonstrate to others that the pupil is sufficiently proficient in English to participate effectively in a curriculum designed for pupils of the same age whose native language is English

### *Monitoring and Evaluation of Program Effectiveness*

Pacific Collegiate School evaluates the effectiveness of its education program for ELs by:

- Adhering to Charter School-adopted academic benchmarks by language proficiency level and years in program to determine annual progress
- Monitoring teacher qualifications and the use of appropriate instructional strategies based on program design
- Monitoring student identification and placement
- Monitoring parental program choice options
- Monitoring availability of adequate resources

## **Plan for Serving Students with Disabilities**

### Overview

Pursuant to Education Code Section 47641(a), Pacific Collegiate Charter operates as its own Local Education Agency (LEA) member of the North Santa Cruz County Special Education Local Plan Area (NSCC SELPA), which is a consortium of 11 school districts and the Santa Cruz County Office of Education. The administration and coordination of special education and regionalized services of the LEAs follows the NSCC SELPA Policies and Procedures in accordance with applicable state and federal laws.

Pacific Collegiate School complies with all applicable state and federal laws in serving students with disabilities, including, but not limited to, Section 504 of the Rehabilitation Act ("Section 504"), the Americans with Disabilities Act ("ADA") and the Individuals with Disabilities Education Improvement Act ("IDEA").

Pacific Collegiate School shall be solely responsible for its compliance with Section 504 and the ADA. The facilities utilized by Pacific Collegiate School shall be accessible for all students with disabilities.

### Services for Students under the “IDEA”

*The following description regarding how special education and related services are provided and funded is included in this charter for the sole purpose of providing a reasonably comprehensive description of the special education program, and is not binding on the County. The specific manner in which special education and related services are provided and funded is set forth in a Memorandum of Understanding (“MOU”), delineating the respective responsibilities of the Charter School and the SELPA. A copy of the MOU is available upon request.*

Pacific Collegiate School intends to provide special education instruction and related services in accordance with the IDEA, Education Code requirements, and applicable policies and practices of the SELPA.

Pacific Collegiate School provides services for special education students enrolled in the school. Pacific Collegiate School follows SELPA policies and procedures, and utilizes SELPA forms in seeking out and identifying and serving students who may qualify for special education programs and services and for responding to record requests and parent complaints, and maintaining the confidentiality of pupil records.

Pacific Collegiate School agrees to promptly respond to SELPA inquiries, to comply with reasonable SELPA directives, and to allow the SELPA access to Pacific Collegiate School students, staff, facilities, equipment and records as required or imposed by law.

#### *Student Review Process*

In formalizing the student review process and monitoring overall progress, PCS has implemented a Student Study Team process. In such meetings, parents, teachers, students, and specialists discuss relevant histories (i.e.: medical, academic, behavioral, social), current concerns, strengths, and weaknesses of the student, and then develop a remedial plan for addressing the needs expressed. Follow-up review dates are then assigned in monitoring the student’s progress. If the regular education resources have been exhausted and the corrective actions taken have not resulted in significant change for the student, a referral can then be made to the Special Education Department for a complete multi-disciplinary psycho-educational assessment upon receiving parental consent for assessment.

The Charter School will implement SELPA policies and procedures to ensure timely identification and referral of students who have, or may have, such exceptional needs.

#### *Identification Procedures/ Placement/Services*

Once a referral for possible Special Education services is made to the Head of School and/or the Special Education Coordinator, prescribed timelines, policies and procedures are followed in moving through the 60-day process from referral to assessment to the initial IEP meeting. In the initial stages, a Comprehensive Assessment Battery is developed by the IEP Team based of the concerns expressed within the referral and administered after the parent gives written consent. An IEP Meeting is then held wherein State/Federal Special Education Eligibility Criteria are applied to the assessment results in determining if the student qualifies for services. If the student is found eligible for services, IEP Team members review and discuss assessment results as related to present academic/behavioral levels of performance, and create measurable goals and objectives in designing an IEP with service(s) recommendations. Once written consent is

obtained by the parents, Special Education program placement can occur and services can be delivered. The student's measurable goals and objectives are periodically/systematically evaluated 4 times per year as a means of assessing the student's progress. In coordinating Special and General Education programs and instruction for the identified student, a Student Profile Sheet is developed and disseminated to the student's regular teachers, which outlines the nature of the student's disability, how it manifests, the required instructional strategies and accommodations to be implemented, testing accommodations, and projected IEP meeting dates, consistent with laws governing student confidentiality. Each year, an Annual IEP is completed, and present levels of performance and goals and objectives are updated. Every three years, a re-assessment of the student's defined needs is conducted to re-establish the eligibility and need for continued service.

Should the student qualify as a student with a low incidence disability (i.e.: visual, hearing, physical impairment), PCS has accessibility to Regionalized Programs within NSCC SELPA in securing low incidence services for the student. In summary, special education programs, services and placements are provided to all eligible PCS students in accordance with the policies, procedures and requirements of the North Santa Cruz County SELPA and State and Federal law.

PCS is responsible for the hiring or contracting, and training, as needed, qualified individuals or companies necessary to provide special education services to students, including, but not limited to the following positions, special education coordinator, psychologist, resource specialist, speech and language therapist, and vocational specialist.

It is understood and agreed that all students will have access to PCS and no student shall be denied admission due to the nature, extent, or severity of his/her disability or due to the student's request for, or actual need for special education services. All students are instructed in a safe environment.

### *Staffing*

All special education services at Pacific Collegiate School are delivered by individuals or agencies qualified to provide special education services as required by the California Education Code and the IDEA. Pacific Collegiate School staff shall participate in SELPA in-service training relating to special education.

Pacific Collegiate School is responsible for the hiring, training, and employment of site staff necessary to provide special education services to its students, including, without limitation, special education teachers, paraprofessionals, and resource specialists. Pacific Collegiate School ensures that all special education staff hired or contracted by Pacific Collegiate School is qualified pursuant to SELPA policies, as well as meet all legal requirements. Pacific Collegiate School is responsible for the hiring, training, and employment of itinerant staff necessary to provide special education services to Pacific Collegiate School students, including, without limitation, speech therapists, occupational therapists, behavioral therapists, and psychologists.

### *Notification and Coordination*

Pacific Collegiate School follows SELPA policies as they apply to all SELPA schools for responding to implementation of special education services. Pacific Collegiate School implements policies relating to all special education issues and referrals.

### *Identification and Referral*

Pacific Collegiate School has the responsibility to identify, refer, and work cooperatively in locating Pacific Collegiate School students who have or may have exceptional needs that qualify them to receive special education services. Pacific Collegiate School implements SELPA policies and procedures to ensure timely identification and referral of students who have, or may have, such exceptional needs. A pupil shall be referred for special education only after the resources of the regular education program have been considered, and where appropriate, utilized.

Pacific Collegiate School follows SELPA child-find procedures to identify all students who may require assessment to consider special education eligibility and special education and related services in the case that general education interventions do not provide a free appropriate public education to the student in question.

### *Assessments*

The term “assessments” shall have the same meaning as the term “evaluation” in the IDEA, as provided in Section 1414, Title 20 of the United States Code. Pacific Collegiate School determines what assessments, if any, are necessary and arrange for such assessments for referred or eligible students in accordance with applicable law. Pacific Collegiate School shall obtain parent/guardian consent to assess Pacific Collegiate School students.

### *IEP Meetings*

Pacific Collegiate School shall arrange and notice the necessary IEP meetings. IEP team membership shall follow state and federal law. Pacific Collegiate School shall be responsible for having the following individuals in attendance at the IEP meetings: the Head of School and/or the Pacific Collegiate School designated representative with appropriate administrative authority as required by the IDEA; the student’s special education teacher; the student’s general education teacher if the student is or may be in a regular education classroom; the student, if appropriate; and other Pacific Collegiate School representatives who are knowledgeable about the regular education program at Pacific Collegiate School and/or about the student. Pacific Collegiate School shall arrange for the attendance or participation of all other necessary staff that may include, but are not limited to, an appropriate administrator to comply with the requirements of the IDEA, a speech therapist, psychologist, resource specialist, and behavior specialist; and shall document the IEP meeting and provide notice of parental rights.

### *IEP Development*

Pacific Collegiate School understands that the decisions regarding eligibility, goals/objectives, program, services, placement, and exit from special education shall be the decision of the IEP team, pursuant to the IEP process. Programs, services and placements shall be provided to all eligible Pacific Collegiate School students in accordance with the policies, procedures and requirements of the SELPA and State and Federal law.

### *IEP Implementation*

Pacific Collegiate School is responsible for all school site implementation of the IEP. As part of this responsibility, Pacific Collegiate School provides parents with timely reports on the student’s progress as provided in the student’s IEP at least as frequently as report cards are provided for the Pacific Collegiate School’s non-special education students. Pacific Collegiate

School shall also provide all home-school coordination and information exchange. Pacific Collegiate School shall also be responsible for providing all curriculum, classroom materials, classroom modifications, and assistive technology.

#### *Interim and Initial Placements of New Charter School Students*

Pacific Collegiate School shall comply with Education Code Section 56325 with regard to students transferring into Pacific Collegiate School within the academic school year. In accordance with Education Code Section 56325(a)(1), for students who enroll in Pacific Collegiate School from another school district within the State, but outside of the SELPA with a current IEP within the same academic year, Pacific Collegiate School shall provide the pupil with a free appropriate public education, including services comparable to those described in the previously approved IEP, in consultation with the parent, for a period not to exceed thirty (30) days, by which time Pacific Collegiate School shall adopt the previously approved IEP or shall develop, adopt, and implement a new IEP that is consistent with federal and state law.

In accordance with Education Code Section 56325(a)(2), in the case of an individual with exceptional needs who has an IEP and transfers into Pacific Collegiate School from a district operated program under the same special education local plan area of Pacific Collegiate School within the same academic year, Pacific Collegiate School shall continue, without delay, to provide services comparable to those described in the existing approved IEP, unless the parent and Pacific Collegiate School agree to develop, adopt, and implement a new IEP that is consistent with federal and state law.

For students transferring to Pacific Collegiate School with an IEP from outside of California during the same academic year, Pacific Collegiate School shall provide the pupil with a free appropriate public education, including services comparable to those described in the previously approved IEP in consultation with the parents, until Pacific Collegiate School conducts an assessment pursuant to paragraph (1) of subsection (a) of Section 1414 of Title 20 of the United States Code, if determined to be necessary by Pacific Collegiate School, and develops a new IEP, if appropriate that is consistent with federal and state law.

#### *Non-Public Placements/Non-Public Agencies*

Pacific Collegiate School is solely responsible for selecting, contracting with, and overseeing all non-public schools and non-public agencies used to serve special education students.

#### *Non-discrimination*

It is understood and agreed that all children will have access to Pacific Collegiate School and no student shall be denied admission nor counseled out of Pacific Collegiate School due to the nature, extent, or severity of his/her disability or due to the student's request for, or actual need for special education services.

#### *Due Process Hearings*

Pacific Collegiate School may initiate a due process hearing or request for mediation with respect to a student enrolled in Pacific Collegiate School if it determines such action is legally necessary or advisable. In the event that the parents/guardians file for a due process hearing, or request mediation, Pacific Collegiate School shall defend the case.



### *SELPA Representation*

Pacific Collegiate School represents itself at all SELPA meetings.

### *Funding*

Pacific Collegiate receives state and federal special education funding in accordance with the NSCC SELPA allocation plan and is responsible for any encroachment upon its general fund.

### *Parent/Guardian Concerns and Complaints*

Pacific Collegiate School adopts and implements policies for responding to parental concerns or complaints related to special education services. Pacific Collegiate School shall receive any concerns raised by parents/guardians regarding related services and rights.

Pacific Collegiate School's designated representative shall investigate as necessary, respond to, and address the parent/guardian concern or complaint.

## **Section 504 of the Rehabilitation Act**

Pacific Collegiate School recognizes its legal responsibility to ensure that no qualified person with a disability shall, on the basis of disability, be excluded from participation, be denied the benefits of, or otherwise be subjected to discrimination under any program of Pacific Collegiate School. A student who has a physical or mental impairment that substantially limits one or more major life activities, has a record of such an impairment, or is regarded as having such an impairment, is eligible for protections under Section 504.

A "504 team" will be assembled by the Head of School and shall include the parent/guardian, the student (where appropriate) and other qualified persons knowledgeable about the student, the meaning of the evaluation data, placement options, and accommodations. The 504 team will review the student's existing records; including academic, social and behavioral records, and is responsible for making a determination as to whether an evaluation for Section 504 services is appropriate. If the student has already been evaluated under the IDEA but found ineligible for special education instruction or related services under the IDEA, those evaluations may be used to help determine eligibility under Section 504. The student evaluation shall be carried out by the 504 team, which will evaluate the nature of the student's disability and the impact upon the student's education. This evaluation will include consideration of any behaviors that interfere with regular participation in the educational program and/or activities. The 504 team may also consider the following information in its evaluation:

- Tests and other evaluation materials that have been validated for the specific purpose for which they are used and are administered by trained personnel.
- Tests and other evaluation materials, including those tailored to assess specific areas of educational need, and not merely those which are designed to provide a single general intelligence quotient.
- Tests are selected and administered to ensure that when a test is administered to a student with impaired sensory, manual or speaking skills, the test results accurately reflect the student's aptitude or achievement level, or whatever factor the test purports to measure, rather than reflecting the student's impaired sensory, manual or speaking skills.

The final determination of whether or not the student will be identified as a person with a disability is made by the 504 team in writing and notice is given in writing to the parent or guardian of the student in their primary language along with notice of the procedural safeguards available to them. If the 504 team obtains information during the evaluation indicating possible eligibility of the student for special education per the IDEA, a referral for assessment under the IDEA will be made by the 504 team.

If the student is found by the 504 team to have a disability under Section 504, the 504 team shall be responsible for determining what accommodations or services, if any, are needed to ensure that the student receives a free and appropriate public education (“FAPE”). In developing the 504 Plan, the 504 team shall consider all relevant information utilized during the evaluation of the student, drawing upon a variety of sources, including, but not limited to, assessments conducted by the Pacific Collegiate School’s professional staff.

The 504 Plan shall describe the Section 504 disability and any program accommodations, modifications or services that may be necessary.

All 504 team participants, parents, guardians, teachers and any other participants in the student’s education, including substitutes and tutors, must have a copy of each student’s 504 Plan. The site administrator will ensure that teachers include 504 Plans with lesson plans for short-term substitutes and that he/she review the 504 Plan with a long-term substitute. A copy of the 504 Plan shall be maintained in the student’s file. Each student’s 504 Plan will be reviewed at least once per year to determine the appropriateness of the Plan, needed modifications to the plan, and continued eligibility.



## ELEMENT B: MEASURABLE PUPIL OUTCOMES

***Governing Law:** The measurable pupil outcomes identified for use by the charter school. "Pupil outcomes," for purposes of this part, means the extent to which all pupils of the charter school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the charter school's educational program. Pupil outcomes shall include outcomes that address increases in pupil academic achievement both schoolwide and for all groups of pupils served by the charter school, as that term is defined in subparagraph (B) of paragraph (3) of subdivision (a) of Section 47607. The pupil outcomes shall align with state priorities, as described in paragraphs (2) to (8), inclusive, of subdivision (d) of Section 52060, that apply for the grade levels served by the charter school. Education Code Section 47605(b)(5)(B).*

Pacific Collegiate School's schoolwide and student outcomes, as described below, are aligned with the mission, curriculum, and assessment design of the school. The Pacific Collegiate School educational program is designed to help all students achieve a high level of academic success and be prepared for entry into the finest colleges and universities. Students must demonstrate core academic and lifelong learning skills, which have been developed to align with the state standards.

Pacific Collegiate School has clearly defined schoolwide and student outcome goals in compliance with Education Code sections 47605(b)(5)(B) and 52060(d). The following table delineates Pacific Collegiate School's measurable outcomes that align with the State Priorities and Pacific Collegiate School's goals and actions to achieve the State Priorities, as identified in Element A of this charter, which may need to be modified over time.

PACIFIC COLLEGIATE SCHOOL OUTCOMES THAT ALIGN WITH THE STATE PRIORITIES	
<p>Pursuant to Education Code Section 47605(b)(5)(B), following is a table describing the Charter School's outcomes that align with the state priorities and the Charter School's goals and actions to achieve the state priorities, as identified in Element 1 of the charter.</p> <p>The LCAP and any revisions necessary to implement the LCAP, including outcomes and methods of measurement listed below, shall not be considered a material revision to the charter, and shall be maintained by the Charter School at the school site.</p>	
STATE PRIORITY #1— BASIC SERVICES	
<p><i>The degree to which teachers are appropriately assigned (E.C. §44258.9) and fully credentialed, and every pupil has sufficient access to standards-aligned instructional materials (E.C. § 60119), and school facilities are maintained in good repair (E.C. §17002(d))</i></p>	
SUBPRIORITY A – TEACHERS	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	100% of teachers will hold a valid CA Teaching Credential, or be in progress toward credential aligned to their teaching assignment.
<b>ACTIONS TO ACHIEVE GOAL</b>	Support and provide guidance for teachers on Provisional Internship Permits and Short-term Staff Permits to enter credential programs in a timely fashion. Support teachers with a Preliminary Credential via induction program. Teachers will have opportunity to participate in release days to support ongoing learning.

<b>MEASURABLE OUTCOME</b>	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.
<b>BASELINE PERFORMANCE LEVEL</b>	During the 2018-2019 school year, 95% of teachers held valid CA Teaching Credentials (intern, preliminary or clear).
<b>METHODS OF MEASUREMENT</b>	Initial and Annual verification of credentials as reported by CTC.
<b>SUBPRIORITY B – INSTRUCTIONAL MATERIALS</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	100% of students, including first-to-college, Hispanic/Latino, and all other subgroups, will have access to standards-aligned materials and additional instructional materials. All students and student subgroups will have equitable access to curriculum, including AP courses.
<b>ACTIONS TO ACHIEVE GOAL</b>	All instructional materials purchased will be aligned to CA Common Core State Standards and aligned with our charter petition. Continue to provide all students to access to AP courses and curriculum.
<b>MEASURABLE OUTCOME</b>	100% of pupils will have access to standards-aligned materials and additional instructional materials as outlined in our charter petition.
<b>BASELINE PERFORMANCE LEVEL</b>	Over the past five years, 100% of pupils have had access to standards-aligned materials.
<b>METHODS OF MEASUREMENT</b>	Department Chairs and teachers review all instructional materials before purchase pursuant to E.C. § 60119.
<b>SUBPRIORITY C – FACILITIES</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	Maintain school facilities in good repair to ensure the safety of all students. Maintain a facilities inspection rating of over 90%.
<b>ACTIONS TO ACHIEVE GOAL</b>	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.
<b>MEASURABLE OUTCOME</b>	90% or higher score on Facility Inspection.
<b>BASELINE PERFORMANCE LEVEL</b>	2016 Facility Inspection score of 90%. All items noted for required correction have been corrected.
<b>METHODS OF MEASUREMENT</b>	Facility Inspection as reported in SARC.
<b><u>STATE PRIORITY #2— IMPLEMENTATION OF COMMON CORE STATE STANDARDS</u></b> <i>Implementation of Common Core State Standards, including how EL students will be enabled to gain academic content knowledge and English language proficiency</i>	

<b>SUBPRIORITY A – CCSS IMPLEMENTATION</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	All teachers of core classes will align curriculum to the CCSS.
<b>ACTIONS TO ACHIEVE GOAL</b>	Release/extra time will be provided to departments to develop and align curriculum and attend training related to CCSS.
<b>MEASURABLE OUTCOME</b>	Curriculum in core classes will be aligned to CCSS.
<b>BASELINE PERFORMANCE LEVEL</b>	Since 2013, PCS departments have aligned curricula to the CCSS. The Science Department is currently (2018-2019) in process of aligning course sequence and curriculum to Next Generation Science Standards (NGSS).
<b>METHODS OF MEASUREMENT</b>	Departments have created documents demonstrating CCSS curriculum alignment.
<b>SUBPRIORITY B – EL STUDENTS &amp; ACADEMIC CONTENT KNOWLEDGE</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	100% of EL students will gain academic content knowledge through the implementation of CCSS.
<b>ACTIONS TO ACHIEVE GOAL</b>	EL students will participate in mainstream ELA/Literacy instruction; additional support will be provided by designated staff (ELL Instructional Assistant and Academic Support Specialist).
<b>MEASURABLE OUTCOME</b>	Annually, 100% of EL students will gain academic content knowledge through the implementation of the CCSS.
<b>BASELINE PERFORMANCE LEVEL</b>	Baseline data to be collected during the 2019-20 school year.
<b>METHODS OF MEASUREMENT</b>	EL performance on CAASPP, ELPAC, teacher assessment (including semester grades).
<b>SUBPRIORITY C – EL STUDENTS &amp; ENGLISH LANGUAGE PROFICIENCY</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	100% of EL students will gain English Language proficiency. 100% of Reclassified Fluent English Proficient students will receive ongoing academic support to ensure academic success for at least four years after reclassification.
<b>ACTIONS TO ACHIEVE GOAL</b>	EL students will receive additional targeted language instruction in alignment with California ELA/ELD Framework until they achieve fluency.
<b>MEASURABLE OUTCOME</b>	100% EL students will reach English language proficiency within four years of initial classification as English learner through the implementation of the CCSS and additional targeted instruction in vocabulary, writing and reading.
<b>BASELINE PERFORMANCE LEVEL</b>	In 2018-2019, there were no EL students at PCS; all 6 students assessed were designated IFEP. In 2019-2020, PCS has 3 EL students.
<b>METHODS OF MEASUREMENT</b>	Student performance on ELPAC Assessment and CAASPP.

**STATE PRIORITY #3— PARENTAL INVOLVEMENT**

*Parental involvement and family engagement, including efforts the Charter School makes to seek parent input in making decisions for the Charter School, and including how the Charter School will promote parental participation in programs for unduplicated pupils and individuals with exceptional needs.*

**SUBPRIORITY A – ACHIEVING/MAINTAINING PARENTAL INVOLVEMENT**

<b>GOAL TO ACHIEVE SUBPRIORITY</b>	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.
<b>ACTIONS TO ACHIEVE GOAL</b>	The Governing Board has a general policy of interviewing all interested parent directors. The Governing Board has a strong continuing track record of parent representation. School will recruit parent/guardian representation through school communications, maintain regular meeting schedules, and intentionally seek representatives from parents/guardians of students who are first-to-college, Hispanic/Latino, and/or any other subgroups.
<b>MEASURABLE OUTCOME</b>	Annually, the Governing Board will have, at minimum, two parent members.
<b>BASELINE PERFORMANCE LEVEL</b>	Historically, at least two parents have always served as Parent Members on the Governing Board.
<b>METHODS OF MEASUREMENT</b>	Governing Board meeting agendas.

**SUBPRIORITY B – PROMOTING PARENT PARTICIPATION**

<b>GOAL TO ACHIEVE SUBPRIORITY</b>	Increase parental volunteerism, attendance at parent and community events, and provide input to school.
<b>ACTIONS TO ACHIEVE GOAL</b>	Parent surveys, rosters and attendance records for PVA and other school committees, participation in PVA sponsored Parent Education and Grade Level events, monthly campus work days, annual welcome back BBQ, tracking of parent volunteer hours.
<b>MEASURABLE OUTCOME</b>	75% of families reporting volunteer hours, 60% of parents completing annual survey.
<b>BASELINE PERFORMANCE LEVEL</b>	During the 2018-2019 school year, 64% of families reported volunteer hours. A total of 5,256 hours were officially logged.
<b>METHODS OF MEASUREMENT</b>	Membership Toolkit software tracking parent volunteer hours, parent survey results, attendance at parent education and grade level events, and PVA and other committee meeting attendance/minutes.

**STATE PRIORITY #4— STUDENT ACHIEVEMENT**

*Pupil achievement, as measured by all of the following, as applicable:*

- A. California Assessment of Student Performance and Progress statewide assessment*
- B. Percentage of pupils who have successfully completed courses that satisfy UC/CSU*

<p><i>entrance requirements, or career technical education</i></p> <p><i>C. Percentage of ELs who make progress toward English language proficiency as measured by the English Language Proficiency Assessments for California</i></p> <p><i>D. EL reclassification rate</i></p> <p><i>E. Percentage of pupils who have passed an AP exam with a score of 3 or higher</i></p> <p><i>F. Percentage of pupils who participate in and demonstrate college preparedness pursuant to the Early Assessment Program (E.C. §99300 et seq.) or any subsequent assessment of college preparedness</i></p>	
<b>SUBPRIORITY A – CAASPP: ELA/LITERACY AND MATHEMATICS</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	75% of students at every applicable grade level, including all student subgroups, score proficient or higher on the CAASPP statewide assessment in the areas of English Language Arts/Literacy and Mathematics. First to college students and Hispanic/Latino students will perform comparably to general student population.
<b>ACTIONS TO ACHIEVE GOAL</b>	Classroom instruction and environment conducive to student learning of CCSS aligned curriculum. Appropriate and meaningful use of instructional technology to enhance student learning. Focused FTC academic support including tutoring, parent education, peer-to-peer network, academic support team.
<b>MEASURABLE OUTCOME</b>	Annually, have at least 95% of students participate in the CAASPP statewide assessments; at least 75% of students at every applicable grade level, including all student subgroups, score proficient or higher on the CAASPP statewide assessment in the areas of English Language Arts/Literacy and Mathematics.
<b>BASELINE PERFORMANCE LEVEL</b>	In 2018, 86.15% of students in applicable grades, scored proficient or higher on the CAASPP for English Language Arts. 77.07% of students in applicable grades, scored proficient or higher on the CAASPP for Mathematics.
<b>METHODS OF MEASUREMENT</b>	Annual results of CAASPP.
<b>SUBPRIORITY B – UC/CSU COURSE REQUIREMENTS</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	100% of PCS graduates, including all student subgroups, will satisfy the UC/CSU course requirements.
<b>ACTIONS TO ACHIEVE GOAL</b>	Graduation requirements meet or exceed UC/CSU A-G requirements. Counselors will meet with students regularly to review transcripts and plan coursework.
<b>MEASURABLE OUTCOME</b>	100% of PCS graduates, including all student subgroups, will satisfy the UC/CSU A-G requirements.
<b>BASELINE PERFORMANCE LEVEL</b>	In 2019, 100% of PCS graduates satisfied the UC/CSU A-G course requirements.
<b>METHODS OF MEASUREMENT</b>	Analysis of transcripts of PCS graduates.

<b>SUBPRIORITY C – EL PROFICIENCY RATES</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	100% EL students will advance at least one performance level per the ELPAC each academic year.
<b>ACTIONS TO ACHIEVE GOAL</b>	EL students will receive in-class instructional support which includes 1:1 teacher support, 1:1 teacher assistant support, small group work, usage of SDAIE and ELD instructional strategies.
<b>MEASURABLE OUTCOME</b>	100% of EL students will advance at least one performance level per the ELPAC each academic year
<b>BASELINE PERFORMANCE LEVEL</b>	In 2018-19, 6 students were assessed on the Summative ELPAC; all students scored in the Initial Fluent English Proficient (IFEP) performance level. No further assessment necessary for these students.
<b>METHODS OF MEASUREMENT</b>	ELPAC Score Reports; EL Reclassification documentation maintained by ELPAC Coordinator/EL Instructional Assistant.
<b>SUBPRIORITY D – EL RECLASSIFICATION RATES</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	EL students will be reclassified as Fluent English Proficient and perform at grade level on the CAASPP statewide assessment.
<b>ACTIONS TO ACHIEVE GOAL</b>	100% EL students will receive in-class instructional support which includes 1:1 teacher support, 1:1 teacher assistant support, small group work, usage of SDAIE and ELD instructional strategies.
<b>MEASURABLE OUTCOME</b>	EL students will be reclassified as Fluent English Proficient and perform at grade level on the CAASPP statewide assessment.
<b>BASELINE PERFORMANCE LEVEL</b>	During 2018-19, PCS had 0 EL students. During 2019-20, PCS has 3 EL students and 14 RFEP students, 4 of whom are still in the 4 year post-reclassification monitoring window. The 3 EL students will be given the Summative ELPAC in spring 2020 to assess their progress toward reclassification.
<b>METHODS OF MEASUREMENT</b>	Analysis and review of ELPAC results, and CAASPP statewide assessment scores
<b>SUBPRIORITY E – AP EXAM PASSAGE RATE</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	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.
<b>ACTIONS TO ACHIEVE GOAL</b>	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.
<b>MEASURABLE OUTCOME</b>	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.
<b>BASELINE PERFORMANCE LEVEL</b>	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.
<b>METHODS OF MEASUREMENT</b>	Annual analysis of AP Results by administration and AP teachers.



<b>SUBPRIORITY F – COLLEGE READINESS</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	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).
<b>ACTIONS TO ACHIEVE GOAL</b>	Offer a rigorous college preparatory curriculum that requires students to take A-G courses. School will subsidize cost of test preparation courses for all students, including first-to-college, Hispanic/Latino, and all other subgroups. School will schedule sufficient sections of test prep and college-preparatory research opportunities to accommodate all interested students, and advertise these opportunities to all families. AP test fees will be subsidized for students eligible for Free and Reduced-Price Meals.
<b>MEASURABLE OUTCOME</b>	PCS graduation requirements will meet or exceed UC/CSU requirements in all categories.
<b>BASELINE PERFORMANCE LEVEL</b>	In 2019, 100% of PCS graduates satisfied the UC/CSU course requirements, including those representing first-to-college, Hispanic/Latino, and all other subgroups.
<b>METHODS OF MEASUREMENT</b>	Analysis of PCS graduate transcripts.
<b><u>STATE PRIORITY #5— STUDENT ENGAGEMENT</u></b>	
<i>Pupil engagement, as measured by all of the following, as applicable:</i>	
<i>A. School attendance rates</i>	
<i>B. Chronic absenteeism rates</i>	
<i>C. Middle school dropout rates (EC §52052.1(a)(3))</i>	
<i>D. High school dropout rates</i>	
<i>E. High school graduation rates</i>	
<b>SUBPRIORITY A – STUDENT ATTENDANCE RATES</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	PCS will maintain a 95% ADA rate for both junior high and high school students, including first-to-college, Hispanic/Latino, and all other subgroups.
<b>ACTIONS TO ACHIEVE GOAL</b>	Increase monitoring and communication with parents of chronically absent students to decrease truancy.
<b>MEASURABLE OUTCOME</b>	Annual Average Daily Attendance will be at least 95%.
<b>BASELINE PERFORMANCE LEVEL</b>	During the 2018-2019 school year, Junior High ADA was 96.83% and High School was 96.38%. During the 2017-2018 school year, Junior High ADA was 96.82% and High School was 95.88%.
<b>METHODS OF MEASUREMENT</b>	Monthly Cumulative ADA reports to the Board.

<b>SUBPRIORITY B – STUDENT ABSENTEEISM RATES</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	Students will not have more than 10 absences in any school year.
<b>ACTIONS TO ACHIEVE GOAL</b>	Parents will be informed of chronic absences as specified in the PCS Attendance Policy. Vice Principal will meet with parents of chronically absent students.
<b>MEASURABLE OUTCOME</b>	Fewer than 10% of students will have more than 10 absences in any school year.
<b>BASELINE PERFORMANCE LEVEL</b>	In the 2018-19 school year, 12.24% of students had more than 10 absences.
<b>METHODS OF MEASUREMENT</b>	Monthly attendance reports from student information system.
<b>SUBPRIORITY C – MIDDLE SCHOOL DROPOUT RATES</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	PCS will promote 95% of 7 <sup>th</sup> and 8 <sup>th</sup> grade students.
<b>ACTIONS TO ACHIEVE GOAL</b>	PCS will offer an academically engaging learning environment and academic support for all its students.
<b>MEASURABLE OUTCOME</b>	95% of 7 <sup>th</sup> and 8 <sup>th</sup> grade students will be eligible to advance to the next grade level.
<b>BASELINE PERFORMANCE LEVEL</b>	In 2018-2019, more than 95% of 7 <sup>th</sup> and 8 <sup>th</sup> grade earned grades that were sufficient to advance them to the next grade level.
<b>METHODS OF MEASUREMENT</b>	Student grades as verified by our student information system.
<b>SUBPRIORITY D – HIGH SCHOOL DROPOUT RATES</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	PCS will promote 95% of 9 <sup>th</sup> -11 <sup>th</sup> grade students.
<b>ACTIONS TO ACHIEVE GOAL</b>	PCS will offer an academically engaging learning environment and academic support for all its students.
<b>MEASURABLE OUTCOME</b>	95% of 10 <sup>th</sup> -11 <sup>th</sup> grade students will be eligible to advance to the next grade level.
<b>BASELINE PERFORMANCE LEVEL</b>	In 2018-2019, more than 95% of 9 <sup>th</sup> -11 <sup>th</sup> grade students earned grades that were sufficient to advance them to the next grade level.
<b>METHODS OF MEASUREMENT</b>	Student grades as verified by our student information system.
<b>SUBPRIORITY E – HIGH SCHOOL GRADUATION RATES</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	At least 95% of PCS 12 <sup>th</sup> grade students will graduate.
<b>ACTIONS TO</b>	PCS will offer academic support and guidance for students at all grade levels.



<b>ACHIEVE GOAL</b>	
<b>MEASURABLE OUTCOME</b>	Annually, at least 95% of PCS 12 <sup>th</sup> grade students will graduate.
<b>BASELINE PERFORMANCE LEVEL</b>	In 2019, more than 78% of PCS 12 <sup>th</sup> grade students graduated (due, in part, to students with IEPs electing to take an additional year to complete graduation requirements). In 2018, more than 95% of PCS 12 <sup>th</sup> grade students graduated.
<b>METHODS OF MEASUREMENT</b>	12 <sup>th</sup> grade enrollment as verified by our SIS and CALPADS and transcript analysis of 12 <sup>th</sup> grade students.
<b><u>STATE PRIORITY #6— SCHOOL CLIMATE</u></b>	
<i>School climate, as measured by all of the following, as applicable:</i>	
<i>A. Pupil suspension rates</i>	
<i>B. Pupil expulsion rates</i>	
<i>C. Other local measures, including surveys of pupils, parents, and teachers on the sense of safety and school connectedness</i>	
<b>SUBPRIORITY A – PUPIL SUSPENSION RATES</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	PCS will maintain an annual suspension rate of less than 2%.
<b>ACTIONS TO ACHIEVE GOAL</b>	PCS will maintain clear behavior guidelines and promote a culture of respect.
<b>MEASURABLE OUTCOME</b>	Annually, 2% or fewer of all enrolled students will be suspended.
<b>BASELINE PERFORMANCE LEVEL</b>	In reviewing historical data, PCS has maintained a suspension rate of less than 2%.
<b>METHODS OF MEASUREMENT</b>	SARC, CALPADS and California Dashboard reports.
<b>SUBPRIORITY B – PUPIL EXPULSION RATES</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	PCS will maintain an annual expulsion rate of less than 1%
<b>ACTIONS TO ACHIEVE GOAL</b>	PCS will maintain clear behavior guidelines and promote a culture of respect.
<b>MEASURABLE OUTCOME</b>	Annually, 1% or fewer enrolled students will be expelled.
<b>BASELINE PERFORMANCE LEVEL</b>	In reviewing historical data, PCS has maintained an expulsion rate of less than 1%.
<b>METHODS OF MEASUREMENT</b>	SARC, CALPADS and California Dashboard reports.
<b>SUBPRIORITY C – OTHER SCHOOL SAFETY AND SCHOOL CONNECTEDNESS MEASURES (SURVEYS)</b>	

<b>GOAL TO ACHIEVE SUBPRIORITY</b>	PCS students and staff will adhere to the school safety plan.
<b>ACTIONS TO ACHIEVE GOAL</b>	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.
<b>MEASURABLE OUTCOME</b>	100% of certificated staff will be CPR certified. Student and staff will participate in 1 code red, 4 fire, 2 earthquake, 2 lockdown, and 1 shelter in place drills annually.
<b>BASELINE PERFORMANCE LEVEL</b>	During 2018-2019 100% of certificated staff was CPR certified. The school held fire, earthquake and lockdown drills, as required.
<b>METHODS OF MEASUREMENT</b>	CPR certifications and annual calendar of drills.
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	90% of students eligible to use Free and Reduced-Price Meal (FRPM) program will participate.
<b>ACTIONS TO ACHIEVE GOAL</b>	Communication and direct outreach to ensure eligible families are aware of FRPM program and how to enroll.
<b>BASELINE PERFORMANCE LEVEL</b>	In 2018-2019 80% of students eligible to use FRPM program participated.
<b>METHODS OF MEASUREMENT</b>	FRPM applications and school meal program records.
<b><u>STATE PRIORITY #7— COURSE ACCESS</u></b> <i>The extent to which pupils have access to, and are enrolled in, a broad course of study, including programs and services developed and provided to unduplicated students (classified as EL, FRPM eligible, or foster youth; E.C. §42238.02) and students with exceptional needs.</i> <i>“Broad course of study” includes the following, as applicable:</i> <i>Grades 1-6: English, mathematics, social sciences, science, visual and performing arts, health, physical education, and other as prescribed by the governing board. (E.C. §51210)</i> <i>Grades 7-12: English, social sciences, world language(s), physical education, science, mathematics, visual and performing arts, applied arts, and career technical education. (E.C. §51220(a)-(i))</i>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	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.
<b>ACTIONS TO ACHIEVE GOAL</b>	All academic content areas will be available to all students, including student subgroups, at all grade levels.
<b>MEASURABLE OUTCOME</b>	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.
<b>BASELINE PERFORMANCE LEVEL</b>	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.

<b>METHODS OF MEASUREMENT</b>	Annual analysis of the number of students enrolled in each subject.
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	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.
<b>ACTIONS TO ACHIEVE GOAL</b>	All 7 <sup>th</sup> grade students will be enrolled in a technological literacy course (Study Skills and Technology). School will continue to offer multiple sections of computer science, SSTech, and incorporate technology-based instruction across the curriculum. School will maintain adequate number of devices for student use to support technology integration in learning.
<b>MEASURABLE OUTCOME</b>	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.
<b>BASELINE PERFORMANCE LEVEL</b>	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.
<b>METHODS OF MEASUREMENT</b>	Student transcripts, master schedule, curriculum guides, SSTech enrollment, computer lab and Chromebook usage records
<b><u>STATE PRIORITY #8—OTHER STUDENT OUTCOMES</u></b>	
<i>Pupil outcomes, if available, in the subject areas described above in #7, as applicable.</i>	
<b>SUBPRIORITY A – ENGLISH</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	All students, including all student subgroups, unduplicated students, and students with exceptional needs, will demonstrate grade level proficiency in English Language Arts/Literacy. All students will take AP English Language during 11 <sup>th</sup> grade or AP English Literature during 12 <sup>th</sup> grade.
<b>ACTIONS TO ACHIEVE GOAL</b>	All students at PCS will participate in a rigorous vertically aligned English curriculum which will culminate in students taking AP English Language in 11 <sup>th</sup> grade and/or AP English Literature in 12 <sup>th</sup> grade. At each level students will focus on writing, reading, discussion, and vocabulary.
<b>MEASURABLE OUTCOME</b>	Annually, 75% of 7 <sup>th</sup> , 8 <sup>th</sup> and 11 <sup>th</sup> grade students will score Proficient or higher on the CAASPP statewide test in the area of English Language Arts/Literacy. Annually, 75% of 11 <sup>th</sup> grade students participating will score 3, 4, or 5 on the AP English Language Exam. Annually, 75% of 12 <sup>th</sup> grade students participating will score 3, 4, or 5 on the AP English Literature Exam.
<b>BASELINE PERFORMANCE LEVEL</b>	In 2018, 86.15% of students in applicable grades, scored proficient or higher on the CAASPP in English Language Arts. In 2018, 84.2% of students taking the AP English Language Exam scored 3, 4, or 5.

<b>METHODS OF MEASUREMENT</b>	Annual CAASPP report, AP results; transcript analysis of PCS students and graduates.
<b>SUBPRIORITY B – MATHEMATICS</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	All students, including all student subgroups, unduplicated students, and students with exceptional needs, will demonstrate grade level proficiency in mathematics. 100% of PCS graduates will meet or exceed the UC/CSU entrance requirements for Mathematics.
<b>ACTIONS TO ACHIEVE GOAL</b>	All students will participate in a rigorous, vertically aligned curriculum designed to prepare students for AP level mathematics by the 12 <sup>th</sup> grade.
<b>MEASURABLE OUTCOME</b>	Annually, 75% of 7 <sup>th</sup> , 8 <sup>th</sup> and 11 <sup>th</sup> 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.
<b>BASELINE PERFORMANCE LEVEL</b>	In 2018, 77.07% of students in applicable grades, scored proficient or higher on the CAASPP for Mathematics. In 2018, 100% of the graduating class met or exceeded the UC/CSU entrance requirements for Mathematics.
<b>METHODS OF MEASUREMENT</b>	CAASPP results; transcript analysis of PCS students and graduates.
<b>SUBPRIORITY C – SOCIAL SCIENCES</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	All students, including all student subgroups, unduplicated students, and students with exceptional needs, will demonstrate grade level skills and content knowledge in World History and US History. All PCS students will complete AP World History and AP US History.
<b>ACTIONS TO ACHIEVE GOAL</b>	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.
<b>MEASURABLE OUTCOME</b>	Annually, 75% of PCS students will demonstrate proficiency in History as demonstrated by semester grades. Annually, 75% of AP World History students will score 3, 4, or 5 on the AP World History Exam. Annually, 75% of AP US History students will score 3, 4, or 5 on the AP US History Exam.
<b>BASELINE PERFORMANCE LEVEL</b>	In 2018, 78% of AP World History students who took the Exam, scored 3, 4, or 5 on the Exam. In 2018, 79.7% of AP US History students who took the Exam, scored 3, 4, or 5 on the Exam.
<b>METHODS OF MEASUREMENT</b>	Analysis of student grades and AP Results.

<b>SUBPRIORITY D – SCIENCE</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	<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 8<sup>th</sup> and 11<sup>th</sup> 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>
<b>ACTIONS TO ACHIEVE GOAL</b>	All PCS students will participate in a rigorous Science curriculum that focuses on hands on learning and critical thinking. While challenging, this curriculum is designed with the belief that all students can be successful.
<b>MEASURABLE OUTCOME</b>	<p>Annually, 75% of PCS students will demonstrate proficiency in Science as demonstrated by semester grades.</p> <p>Annually, 75% of PCS 8<sup>th</sup> and 11<sup>th</sup> 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>
<b>BASELINE PERFORMANCE LEVEL</b>	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.
<b>METHODS OF MEASUREMENT</b>	Analysis of student grades, CAST and AP results.
<b>SUBPRIORITY E – VISUAL AND PERFORMING ARTS</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	100% of PCS students will take at least 3 years of Visual and performing arts during 9 <sup>th</sup> -12 <sup>th</sup> grade.
<b>ACTIONS TO ACHIEVE GOAL</b>	PCS will offer a rich and varied Visual and performing arts curriculum that includes classes in visual arts, drama, choir, dance, and instrumental music.
<b>MEASURABLE OUTCOME</b>	100% of PCS students will take at least 3 years of Visual and performing arts during 9 <sup>th</sup> -12 <sup>th</sup> grade.
<b>BASELINE PERFORMANCE LEVEL</b>	In 2019, 100% of PCS graduates completed at least 3 years of Visual and performing arts during 9 <sup>th</sup> -12 <sup>th</sup> grade.
<b>METHODS OF MEASUREMENT</b>	Analysis of transcripts.
<b>SUBPRIORITY F – WORLD LANGUAGES</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	100% of PCS students will take a minimum of 3 years of a single World language.
<b>ACTIONS TO ACHIEVE GOAL</b>	PCS will offer four-year programs in at least four languages, with the 4 <sup>th</sup> year being an AP Course.
<b>MEASURABLE OUTCOME</b>	100% of PCS students will take a minimum of 3 years of a single World language.

<b>BASELINE PERFORMANCE LEVEL</b>	In 2019, 100% of PCS graduates completed at least 3 years of a single World language.
<b>METHODS OF MEASUREMENT</b>	Analysis of transcripts.

## **ELEMENT C: MEASURING PUPIL PROGRESS**

*Governing Law: The method by which pupil progress in meeting those pupil outcomes is to be measured. To the extent practicable, the method for measuring pupil outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card. Education Code Section 47605(b)(5)(C).*

### **ASSESSMENTS**

Pacific Collegiate School will meet all statewide standards and will conduct pupil state assessments required pursuant to Education Code Section 60605 and any other statewide standards authorized in statute or pupil assessments applicable to pupils in non-charter public schools.

Schoolwide and student subgroup progress is objectively measured by state-mandated annual assessments within the accountability system for each grade: the California Assessment of Student Performance and Progress, California Science Test (CAST) the California Alternate Assessments (CAA), the Physical Fitness Test (PFT), the English Language Proficiency Assessments for California, and by Advanced Placement exam results.

Progress is also measured by classroom teachers through formative and summative assessments, such as quizzes, essays, projects, performances, portfolios, exhibitions, tests, and exams. Progress is discussed on a regular basis with parents and students. Pacific Collegiate School utilizes a comprehensive database of student progress, discussed below, which is accessible to faculty to monitor and inform instruction.

Special education students are assessed in accordance with their IEP goals, accommodations and/or modifications.

Please refer to the table in Element B of this charter for a description of the assessments Pacific Collegiate School utilizes in its educational program, which are aligned to California's State Priorities and demonstrate multiple measures for each subject area. Pacific Collegiate School affirms that its methods for measuring pupil outcomes for the State Priorities, as described in Element B of this charter, shall be consistent with the way information is reported on a School Accountability Report Card as required by Education Code Section 47605(b)(5)(C).

### **USE AND REPORTING OF DATA**

Pacific Collegiate School teachers, administration and Board also annually review grade distributions, AP scores, state-mandated assessment scores, and SAT scores to identify any patterns or trends that might inform improvements in curriculum and instruction. Grade level teams and the student support team also analyze multiple measures of individual student performance in order to target modifications and strategies for individual students.

The annual School Accountability Report Card (SARC) report is developed and made available to parents and to the public. The annual update to the LCAP will be produced and submitted to the County in accordance with Education Code Sections 47606.5 and 47604.33.



## **ELEMENT D: GOVERNANCE**

*Governing Law: The governance structure of the charter school, including, but not limited to, the process to be followed by the charter school to ensure parental involvement. Education Code Section 47605(b)(5)(D).*

### **NON-PROFIT PUBLIC BENEFIT CORPORATION**

Pacific Collegiate School is a direct-funded independent charter school that is operated as a California non-profit public benefit corporation pursuant to California law. Pacific Collegiate School operates autonomously from the Santa Cruz County Board of Education and the Santa Cruz County Office of Education (collectively referred to herein as the “County”), with the exception of supervisory oversight as required by statute and other contracted services as negotiated between the County and Pacific Collegiate School. Pursuant to Education Code Section 47604(d), the County shall not be liable for the debts and obligations of Pacific Collegiate School, operated as a California non-profit benefit corporation, or for claims arising from the performance of acts, errors, or omissions by Pacific Collegiate School as long as the County has complied with all oversight responsibilities required by law.

Attached, as **Appendix G**, please find the Pacific Collegiate School Articles of Incorporation, draft Bylaws, and Conflict of Interest Code.

### **BOARD OF DIRECTORS**

Pacific Collegiate School is governed by a corporate Board of Directors (or “Board”) in accordance with its adopted bylaws, which shall be consistent with the terms of this charter. The Pacific Collegiate School Board of Directors is responsible for ensuring the long-term financial stability of the school while advancing the school’s mission and vision.

The Board of Directors shall conduct and direct the affairs of Pacific Collegiate School to fulfill and exercise its powers, subject to the limitations of the California Corporations Code, the Articles of Incorporation, the Bylaws, Pacific Collegiate School policies, and applicable provisions of the Education Code specifically relating to California charter schools. The general and specific powers of the Board are specified in the bylaws. The Board’s responsibilities include but are not limited to the following:

1. Formulation, modification and adherence to the general policies and bylaws of the Charter School
2. The fiscal management of the Charter School, including approving and monitoring the Charter School’s annual budget
3. Operation of the Charter School in accordance with the charter and the law
4. Determining graduation requirements
5. Hiring and evaluation of the Charter School’s Head of School
6. Ensuring the Charter School has a suitable facility in which to operate

Board directors are required, during their three-year terms, to meet the standards laid out in the policy regarding Expectations of Board Members, including the policy provisions concerning



## Conflict of Interest

On an annual basis, the Nominations Committee is responsible for evaluating the current and future needs of the Board, and undertaking an extensive selection process to identify prospective board members. The Board shall have no less than seven (7) and no more than seventeen (17) directors depending on the current and future needs of the Board. In accordance with Education Code Section 47604(c), the County may appoint a representative to sit on the Board of Directors. If the County chooses to do so, the Board of Directors may appoint an additional representative, to ensure the Board is maintained with an odd number of directors. New directors are nominated by the Nominations Committee, and subsequently elected to the Board by the Board of Directors. Procedures for the election and removal of Board directors are specified in the bylaws.

The Board may initiate and carry on any program or activity or may otherwise act in a manner which is not in conflict with or inconsistent with or preempted by any law and which are not in conflict with this charter or the purposes for which schools are established.

Pacific Collegiate School shall comply with the Brown Act, Education Code Section 47604.1(c), and Public Records Act.

Pacific Collegiate School has adopted a Conflict of Interest Code which complies with the Political Reform Act, Government Code Section 1090, *et seq.*, as set forth in Education Code Section 47604.1, Corporations Code Conflicts of Interest rules, and which shall be updated with any charter school specific conflicts of interest laws or regulations. As noted above, the Conflict of Interest Code is attached within **Appendix G**. As required, the Conflict of Interest Code has been submitted to the County Board of Supervisors for approval.

## **PARENT INVOLVEMENT IN GOVERNANCE OF THE SCHOOL**

Educational leaders have long recognized the value of parental involvement in educational processes, and the link between parental engagement and individual student achievement. Our own experience has shown us that parental involvement in the school links to individualized student effort, motivation, work habits and behavior. Recognizing this link, the founders of Pacific Collegiate School established a framework that effectively channels parental involvement at almost every level of the organization.

Our individual surveys have shown us that parents who have chosen to send their child to Pacific Collegiate School have already taken steps to become actively involved in their education. Understanding how to further that involvement and make the involvement mutually beneficial to both the school and the parent after their child enrolls is not always easy. While the ultimate goal is to increase student achievement, the school also recognizes the importance of creating a culture of support for faculty and staff while empowering parents to be partners in the education of their children.

In an effort to provide a wide variety of opportunities for parents to become involved in the educational processes at Pacific Collegiate, the school established the Parent Volunteer Association. The Parent Volunteer Association, of which each parent is a member, works under the direction of the Head of School to manage the parent volunteer activities at the school while organizing community fundraising and social/cultural events. The Parent Volunteer Association continually surveys faculty, staff, students and parents in an effort to create new opportunities for parental engagement, and works closely with the Head of School to define the purpose of

parental involvement. Experience has shown us that strong home-school partnerships support student success.

In an effort to better understand how the parent community chooses to engage and support the school with thousands of volunteer hours each year, the Parent Volunteer Association tracks the numbers of parents who volunteer their time at the school, the number and type of activities they choose to become involved in, whether the involvement is sporadic or routine, and the times of the school year, parents are more apt to volunteer their time. The Parent Volunteer Association uses this data to help create additional opportunities for engagement throughout the school year. The goal of the Parent Volunteer Association is to create a mutually beneficial atmosphere where the school is meeting or exceeding its mission by effectively organizing and engaging the parent community, while at the same time creating an understanding by the parent volunteer that they have become an integral part of that process.

The Parent Volunteer Association encourages each family to complete annual service hours in support of the educational processes of the school, however, no student will be excluded from Pacific Collegiate School or school activities due to the failure of his or her parent or legal guardian to fulfill the encouraged annual service hours. Pacific Collegiate School shall notify the parents and guardians of applicant pupils and currently enrolled pupils that parental involvement is not a requirement for acceptance to, or continued enrollment at, the Charter School. The Parent Volunteer Association is not a separate legal entity, but acts pursuant to the authority granted to it by the Head of School and the Board of Directors.

## ELEMENT E: EMPLOYEE QUALIFICATIONS

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

### **TEACHERS**

Teachers at Pacific Collegiate shall be required to hold the appropriate Commission on Teacher Credentialing (CTC) certificate, permit, or other document required for the teacher's certificated assignment in accordance with Education Code Section 47605(l). PCS will also comply with applicable requirements as described under the Elementary and Secondary Education Act. A person employed as a teacher in a charter school during the 2019–20 school year would have until July 1, 2025, to obtain that certificate, permit, or other document required for a certificated assignment. Supervision and evaluation of teachers will be conducted by a qualified administrator.

### **ADMINISTRATORS**

PCS is fortunate to attract and retain highly experienced administrators from the education and business sectors who lead the Charter School's operations and management functions. All staff and personnel must demonstrate the abilities to carry out the responsibilities of their positions effectively and must conduct themselves at all times in a manner consistent with the highest standards of personal character and professionalism. The administrative team currently includes the following positions: Head of School, Vice Principal/Dean of Students, Faculty Dean, Special Education Director/Psychologist, and Academic/College Counselor. (See the most recent job descriptions, including employment qualifications, for these positions in Appendix H).

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

## **ELEMENT F: HEALTH AND SAFETY**

*Governing Law: The procedures that the charter school will follow to ensure the health and safety of pupils and staff. These procedures shall require all of the following:*

- 1. That each employee of the charter school furnish the charter school with a criminal record summary as described in Section 44237.*
- 2. The development of a school safety plan, which shall include the safety topics listed in subparagraphs (A) to (H), inclusive, of paragraph (2) of subdivision (a) of Section 32282 and procedures for conducting tactical responses to criminal incidents.*
- 3. That the school safety plan be reviewed and updated by March 1 of every year by the charter school.*

*Education Code Section 47605(b)(5)(F).*

In order to provide safety for all students and staff, Pacific Collegiate School adopts and implements full health and safety procedures and risk management policies at its school site in consultation with its insurance carriers and risk management experts. PCS maintains a comprehensive set of health and safety policies as part of its School's Safety Plan. These policies are reviewed on a regular basis and updated as necessary, and address the areas of emergency actions for fire, earthquake and bomb threat, medical emergencies or injuries, suspected child abuse and mandatory reporting procedures, CPR certification of teachers, administering medications, exclusion of tobacco, drugs and alcohol by students and staff on campus or at school events, seismic safety and earthquake preparedness, natural disasters and emergencies, and the maintenance of adequate property and liability insurance protection by PCS. A complete copy of the School Safety Plan is always available upon request.

The following is a summary of the health and safety policies of Pacific Collegiate School:

### **PROCEDURES FOR BACKGROUND CHECKS**

Employees and contractors of Pacific Collegiate School are required to submit to a criminal background check and to furnish a criminal record summary as required by Education Code Sections 44237 and 45125.1. Applicants for employment must submit two sets of fingerprints to the California Department of Justice for the purpose of obtaining a criminal record summary. The Charter School shall not hire any person, in either a certificated or classified position, who has been convicted of a violent or serious felony except as otherwise provided by law, pursuant to Education Code Sections 44830.1 and 45122.1. The Head of School of Pacific Collegiate School shall monitor compliance with this policy and report to the Board of Directors on a regular basis. The Board President shall monitor the fingerprinting and background clearance of the Head of School. Volunteers who will volunteer outside of the direct supervision of a credentialed employee shall be fingerprinted and receive background clearance prior to volunteering without the direct supervision of a credentialed employee.

### **ROLE OF STAFF AS MANDATED CHILD ABUSE REPORTERS**

All non-certificated and certificated staff are mandated child abuse reporters and follow all applicable reporting laws. The Charter School shall provide mandated reporter training to all

employees annually in accordance with Education Code Section 44691.

### **TUBERCULOSIS RISK ASSESSMENT AND EXAMINATION**

Employees, and volunteers who have frequent or prolonged contact with students, will be assessed and examined (if necessary) for tuberculosis prior to commencing employment and working with students, and for employees at least once each four years thereafter, as required by Education Code Section 49406.

### **IMMUNIZATIONS**

All enrolled students and staff are required to provide records documenting immunizations as is required at public schools pursuant to Health and Safety Code Sections 120325-120375, and Title 17, California Code of Regulations Sections 6000-6075. All rising 7<sup>th</sup> 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 7<sup>th</sup> grade students, pursuant to Education Code Section 49452.7. The information sheet includes, but is not limited to, all of the following:

1. A description of type 2 diabetes.
2. A description of the risk factors and warning signs associated with type 2 diabetes.
3. A recommendation that students displaying or possibly suffering from risk factors or warning signs associated with type 2 diabetes should be screened for type 2 diabetes.
4. A description of treatments and prevention methods of type 2 diabetes.
5. A description of the different types of diabetes screening tests available.

### **SUICIDE PREVENTION POLICY**

The Charter School shall maintain a policy on student suicide prevention in accordance with Education Code Section 215. The Charter School shall review, at minimum every fifth year, its policy on pupil suicide prevention and, if necessary, update its policy.

### **PREVENTION OF HUMAN TRAFFICKING**

By January 1, 2020, the Charter School shall identify and implement the most appropriate methods of informing parents and guardians of students in grades 6 through 12 of human trafficking prevention resources.

### **FEMININE HYGIENE PRODUCTS**

The Charter School will stock at least 50% of its restrooms with feminine hygiene products, and shall not charge students for these products, pursuant to Education Code Section 35292.6 (if applicable).

### **NUTRITIONALLY ADEQUATE FREE OR REDUCED-PRICE MEAL**

The Charter School shall provide each needy student, as defined in Education Code Section 49552, with one nutritionally adequate free or reduced-price meal, as defined in Education Code Section 49553(a), during each school day.

### **CALIFORNIA HEALTHY YOUTH ACT**

The Charter School shall teach sexual health education and human immunodeficiency virus (“HIV”) prevention education to students in grades 7-12, at least once in middle school and at least once in high school, pursuant to the California Healthy Youth Act (Education Code Section 51930, *et seq.*).

### **SCHOOL SAFETY PLAN**

The Charter School shall adopt a School Safety Plan, to be reviewed and updated by March 1 of every year, which shall include identifying appropriate strategies and programs that will provide or maintain a high level of school safety and address the Charter School’s procedures for complying with applicable laws related to school safety, including the development of all of the following pursuant to Education Code Section 32282(a)(2)(A)-(H):

- child abuse reporting procedures
- routine and emergency disaster procedures
- policies for students who committed an act under Section 48915 and other Charter School-designated serious acts leading to suspension, expulsion, or mandatory expulsion recommendations
- procedures to notify teachers of dangerous students pursuant to Education Code Section 49079
- a discrimination and harassment policy consistent with Education Code Section 200
- provisions of any schoolwide dress code that prohibits students from wearing “gang-related apparel,” if applicable
- procedures for safe ingress and egress of pupils, parents, and employees to and from the

Charter School

- a safe and orderly environment conducive to learning
- procedures for conducting tactical responses to criminal incidents

### **EMERGENCY PREPAREDNESS**

The Charter School shall adhere to an Emergency Preparedness Handbook drafted specifically to the needs of the facility in conjunction with law enforcement and the Fire Marshal. This handbook shall include, but not be limited to the following responses: fire, flood, earthquake, terrorist threats, and hostage situations.

### **BLOOD BORNE PATHOGENS**

Pacific Collegiate School meets state and federal standards for dealing with blood borne pathogens and other potentially infectious materials in the workplace. The Board maintains a written infectious control plan designed to protect employees and students from possible infection due to contact with blood borne viruses, including human immunodeficiency virus and hepatitis B virus (“HBV”).

Whenever exposed to blood or other bodily fluids through injury or accident, staff and students shall follow the latest medical protocol for disinfecting procedures.

### **DRUG-, ALCOHOL-, AND SMOKE-FREE ENVIRONMENT**

Pacific Collegiate School functions as a drug-, alcohol-, and smoke-free environment.

### **FACILITY SAFETY**

Pacific Collegiate School complies with Education Code Section 47610 by either utilizing facilities that are compliant with the Field Act or facilities that are compliant with the California Building Standards Code. Pacific Collegiate School tests sprinkler systems, fire extinguishers, and fire alarms annually at its facilities to ensure that they are maintained in an operable condition at all times. Pacific Collegiate School conducts fire drills as required under Education Code Section 32001.

### **COMPREHENSIVE ANTI-DISCRIMINATION AND HARASSMENT POLICIES AND PROCEDURES**

Pacific Collegiate School is committed to providing a school that is free from discrimination and sexual harassment, as well as any harassment based upon the actual or perceived characteristics of race, religion, creed, color, gender, gender identity, gender expression, nationality, national origin, ancestry, ethnic group identification, genetic information, age, medical condition, marital status, sexual orientation, sex and pregnancy, physical or mental disability, childbirth or related medical conditions, military and veteran status, denial of family and medical care leave, or on the basis of a person’s association with a person or group with one or more of these actual or perceived characteristics, or any other basis protected by federal, state, local law, ordinance or regulation. Pacific Collegiate School maintains a comprehensive policy to prevent and immediately remediate any concerns about discrimination or harassment at the school (including

employee to employee, employee to student, and student to employee misconduct). Misconduct of this nature is very serious and will be addressed in accordance with Pacific Collegiate School's discrimination and harassment policies.

### **BULLYING PREVENTION**

By December 31, 2019, the Charter School shall adopt procedures for preventing acts of bullying, including cyberbullying. The Charter School shall annually make available the online training module developed by the CDE pursuant to Education Code Section 32283.5(a) to certificated school site employees and all other school site employees who have regular interaction with children.



## ELEMENT G: RACIAL AND ETHNIC BALANCE

*Governing Law: The means by which the charter school will achieve a racial and ethnic balance among its pupils that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted. Education Code Section 47605(b)(5)(G).*

Each and every student enrolled in Pacific Collegiate School, regardless of race, ethnicity, language ability, special needs, wealth, prior academic achievement, or any characteristic listed in Education Code Section 220, has access to a rigorous, college preparatory curriculum rich in Advanced Placement (AP) courses. This combination of open access coupled with high academic standards and proven achievement by students of diverse abilities has consistently resulted in greater demand for admission than seats available, which is addressed through an annual lottery (See Element H: Admission Policies and Procedures).

Like all California public institutions, PCS is prohibited by law from instituting admissions policies that promote enrollment of children of a particular racial or ethnic group. Yet the school remains steadfast in its commitment to developing a diverse student body that is reflective of the racial and ethnic balance of the general population residing within the territorial jurisdiction of the Santa Cruz City Schools Secondary District, where PCS' original charter petition was submitted. The PCS Diversity Plan, included in **Appendix K**, acts as a roadmap providing structure to this commitment.

Key to the implementation of the Diversity Plan is the Board's continued allocation of funds for an Outreach Coordinator (PCS is perhaps the only school in the area to do so) and the establishment of the Diversity Oversight Committee (DOC). The Outreach Coordinator is a member of the DOC and both work together with the Head of School to execute the Plan, evaluate progress and recommend adjustments as needed to meet specific milestones.

The Diversity Plan's multi-faceted approach to advancing awareness and interest in the school's mission and program advocates extensive outreach to Santa Cruz area students and their families. The Diversity Plan acknowledges that all these efforts will take time and continued collaboration with our local school district and County Office of Education. Through a variety of community service programs, PCS students have served as mentors to younger students and the bond of friendship and trust created helps to encourage interest in enrollment amongst a broad cross-section of the community. Through the direct efforts of the DOC, PCS participates in the Santa Cruz Live Oak Collaborative meetings to promote college-bound communities and also maintains on-going relationships with the UCSC Education Partnership Center, the Boys and Girls Club of Santa Cruz, the Beach Flats Community Center, and the Davenport Resource Center. These outreach efforts have allowed PCS to begin to establish important relationships within the Santa Cruz community. For example, beginning in the spring of 2014, PCS has partnered with Barrios Unidos in an after-school program located on the PCS campus. Twice a week, students from Barrios Unidos were transported to PCS where PCS volunteer students and staff work with them on homework, study skills, and targeted instruction in reading and math. In the summer of 2019, PCS partnered with the Davenport Resource Center and local technology company, Looker, to provide a summer coding camp for students in grades 4-6. This successful camp allowed a diverse group of potential future students to familiarize themselves with the PCS

campus, as they learned valuable coding skills. We look forward to exploring more ways in which PCS can partner with local schools and community organizations to provide educational opportunities for children in Santa Cruz County.

Information about Pacific Collegiate School and upcoming events are available to everyone on our website (<http://www.pacificcollegiate.com/>) and in the local newspapers. Information and announcements are also distributed to area schools, community centers, libraries, after-school programs, health clinics, religious institutions and other areas where students and families of diverse backgrounds might be reached. Prior to the annual lottery, which is typically held in the spring, we conduct eight to ten information meetings for students and their families that are spread across several months and held in locations that span Santa Cruz County, including community spaces in Watsonville, Live Oak, and Beach Flats. These meetings are widely advertised in English as well as Spanish, and all materials are translated in Spanish. Spanish language interpretation is available at each meeting and two to three of these meetings take place on Saturdays.

Creating a welcoming culture where diversity is valued is also a key component in attracting a diverse student body. Pacific Collegiate School hires staff and faculty who respect all students. The school invests in training that helps align individual faculty and department goals with the diversity goals of the school. Students are expected to treat each other fairly and respectfully. The school program's international emphasis is used sensitively to raise awareness of race and ethnicity within the context of academic inquiry. The 2020-2025 Diversity Plan includes several professional development and student learning opportunities to foster an inclusive and welcoming school community.

In a sincere effort to build a more diverse student population, the PCS Board of Directors approved a pilot program that would, from 2011-2014, address student diversity by directly affecting lottery selections. With the goal of increasing racial and socio-economic diversity, the PCS Pilot Lottery Study – beginning with the admission lottery for the 2011-2012 school year – set aside either 10% of available slots or five seats, whichever number was greater, for children who would be the first in their family to attend college. (For purposes of this program, a 'first-generation college-bound applicant' is defined as one whose parents' or chief guardians' highest level of education is less than an Associate's Degree). We continue to make inroads in this area, increasing the number of available seats reserved for first-generation college bound applicants in the public random drawing from 10% to 15% in 2014-2019 (see more information in Element H).

The first to college lottery has now run for eight years, and PCS has seen some increase in the diversity of its student population. For example, as of the state's CALPADS reporting dates in October of 2011 and 2012, the percentage of Hispanic/Latino students in Grades 7, 8, and 9 at PCS was markedly higher than in other grades, as the table below suggests. The table also indicates overall growth in the school's Hispanic/Latino student population when compared to October 2010, the last count prior to the introduction of the FTC Lottery.

**PERCENTAGE OF PCS STUDENTS REPORTED AS HISPANIC/LATINO**

Date	Grade 7	Grade 8	Grade 9	Grade 10	Grade 11	Grade 12	Total
10/10	<b>5.0</b>	<b>10.2</b>	<b>6.7</b>	<b>12.6</b>	<b>12.3</b>	<b>5.5</b>	<b>9.0</b>
10/11	<b>17.0</b>	<b>13.6</b>	<b>11.4</b>	<b>4.7</b>	<b>10.7</b>	<b>10.4</b>	<b>11.4</b>
10/12	<b>21.6</b>	<b>16.1</b>	<b>11.4</b>	<b>13.1</b>	<b>5.9</b>	<b>11.0</b>	<b>13.2</b>
10/13	<b>13.5</b>	<b>20.5</b>	<b>17.0</b>	<b>11.8</b>	<b>14.7</b>	<b>16.1</b>	<b>14.0</b>
10/14	<b>15.4</b>	<b>14.1</b>	<b>18.2</b>	<b>17.0</b>	<b>16.7</b>	<b>15.5</b>	<b>16.1</b>
10/15	<b>15.2</b>	<b>15.0</b>	<b>13.0</b>	<b>14.4</b>	<b>14.8</b>	<b>12.9</b>	<b>14.3</b>
10/16	<b>6.5</b>	<b>18.7</b>	<b>18.7</b>	<b>14.1</b>	<b>18.3</b>	<b>14.9</b>	<b>15.1</b>
10/17	<b>17.4</b>	<b>7.6</b>	<b>18.5</b>	<b>16.5</b>	<b>15.0</b>	<b>16.9</b>	<b>15.3</b>
10/18	<b>11.0</b>	<b>18.3</b>	<b>6.5</b>	<b>16.5</b>	<b>18.2</b>	<b>16.7</b>	<b>14.5</b>
*9/19	<b>16.3</b>	<b>10.9</b>	<b>19.6</b>	<b>9.9</b>	<b>14.1</b>	<b>16.7</b>	<b>14.5</b>

\*Preliminary data, will be updated as of CBEDS 10/19.

Similarly, PCS has seen a decline in the percentage of students reporting as White in Grade 7 after four First to College lotteries and in Grades 8, 9, and 10 as it absorbed enrollees earlier first to college lotteries (bold face below):

**PERCENTAGE OF PCS STUDENTS REPORTED AS WHITE**

Date	Grade 7	Grade 8	Grade 9	Grade 10	Grade 11	Grade 12	Total
10/10	86.3	73.9	69.7	74.7	75.3	81.8	76.5
10/11	<b>65.9</b>	71.6	72.7	67.1	72.6	72.7	70.4
10/12	<b>65.9</b>	<b>65.5</b>	72.3	72.6	70.6	76.8	70.6
10/13	<b>64.0</b>	<b>64.8</b>	<b>63.6</b>	69.4	66.6	72.0	66.6
10/14	<b>70.3</b>	<b>65.2</b>	<b>67.0</b>	68.2	71.8	66.2	68.1
10/15	<b>76.1</b>	<b>72.0</b>	<b>71.7</b>	71.1	66.7	72.9	71.8
10/16	<b>78.3</b>	<b>75.8</b>	<b>64.8</b>	67.4	64.6	67.6	69.9
10/17	<b>60.9</b>	<b>77.2</b>	<b>73.9</b>	64.8	67.7	66.2	68.5
10/18	<b>69.2</b>	<b>61.3</b>	<b>76.1</b>	74.7	59.1	70.0	68.4
*9/19	<b>69.6</b>	<b>69.6</b>	<b>59.8</b>	74.7	73.9	60.7	69.3

\*Preliminary data, will be updated as of CBEDS 10/19.

These shifts in student diversity demonstrate some progress as the combined impact of both the first to college lottery and the outreach efforts of the school. The adoption and sustained implementation of PCS' comprehensive Diversity Plan, which provides a positive framework for meeting diversity goals through its five standards – Planning, Structural Diversity, Classroom Diversity and Academic Success, Campus Culture and Assessment – has yielded some positive results. These results have, in turn, been further amplified by the school's admissions preferences.

However, as past measures have not resulted in PCS enrollment reflecting the diversity of the surrounding Santa Cruz community, our 2020-2025 Diversity Plan proposes several bold measures to increase diversity. These include measures to recruit a more diverse student population, build mechanisms for student support, recruit diverse school leadership, build an inclusive and supportive school culture, and refine data collection and evaluation to support the success of underrepresented students at PCS (see Diversity Plan in Appendix K). Because diversity continues to be a priority at PCS, it is the goal of this most recent Diversity Plan to substantively move PCS enrollment toward parity with our surrounding community and schools.

## **ELEMENT H: ADMISSION POLICIES AND PROCEDURES**

**Governing Law:** Admission policies and procedures, consistent with [Education Code Section 47605] subdivision (d). Education Code Section 47605(b)(5)(H).

There are no admission requirements to attend PCS, with the exception of California residency and the maximum age limits required by law. (Title 5 California Code of Regulations Section 11960(c)). After an offer of admission is made, the enrollment process will include diagnostic testing and examination of a student's performance history to ensure appropriate placement in classes and targeted assistance as needed.

Pacific Collegiate School shall admit all pupils who wish to attend the school, subject only to capacity, and any pupil attending Pacific Collegiate School may continue to attend Pacific Collegiate School in the following year. PCS will be nonsectarian in its programs, admission policies, and all other operations, and will not charge tuition nor discriminate against any student on the basis of any characteristic described in Education Code Section 220. Admission, except in the case of a public random drawing, shall not be determined by the place of residence of the pupil or his or her parent or legal guardian within the state. In accordance with Education Code Sections 49011 and 47605(d)(2)(B)(iv), admission preferences shall not require mandatory parental volunteer hours as a criterion for admission or continued enrollment.

In accordance with Education Code Section 47605(d)(4)(A), the Charter School shall not discourage a pupil from enrolling or seeking to enroll in the charter school for any reason, including, but not limited to, academic performance of the pupil or because the pupil exhibits any of the characteristics described in Education Code Section 47605(d)(2)(B)(iii), including pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or pupils who are economically disadvantaged, as determined by eligibility for any free or reduced-price meal program, foster youth, or pupils based on nationality, race, ethnicity, or sexual orientation. Similarly, in accordance with Section 47605(d)(4)(C), the Charter School shall not encourage a pupil currently attending the Charter School to disenroll from the Charter School or transfer to another school for any reason, including, but not limited to the academic performance of the pupil or because the pupil exhibits any of the characteristics described in Education Code Section 47605(d)(2)(B)(iii), as listed above.

Pursuant to Education Code Section 47605(d)(4)(D), the Charter School shall post a notice developed by the CDE on the Charter School website, outlining the requirements of Section 47605(d)(4), and make this notice available to parents.

### **PUBLIC RANDOM DRAWING**

Applications will be accepted during a publicly advertised open enrollment period each year for enrollment in the following school year. Following the open enrollment period each year, applications shall be counted to determine whether any grade level has received more applications than availability. If the number of new pupils who wish to attend Pacific Collegiate School exceeds Pacific Collegiate School's openings for any grade, admission shall be determined by a public random drawing (or "lottery"), with the exception of existing students, who are guaranteed admission in the following school year. The lottery is typically held in the

spring following the open enrollment period.

For the purposes of schedule development and class assignment, and for the purpose of clarifying the meaning of the term “Section” for purposes of this Element H, for middle school grades PCS typically accounts for enrollment by section; each such section representing a single class and teacher assignment, which have varied from 20-24 students each in the past. For example, in recent school years PCS has maintained 4 middle school Sections, divided proportionally among the total number of pupils in each grade (e.g. 4 separate English 8 classes of 23 students, 4 separate Science 7 classes of 23 students, etc.). Preference in the public random drawing for sixth-grade (if approved as a material revision to the charter) shall be given to the following students in the following order:

**SIXTH-GRADE PREFERENCE:**

If approved as a material revision to the charter, preference in the public random drawing for sixth-grade shall be given to students in the following order:

1. Applicants From Traditionally Underrepresented Populations. An initial preference shall be given to applicants from traditionally underrepresented populations. The number of such preferential enrollment seats shall be as follows: (a) fifty percent (50%) of the total number of seats if PCS is enrolling one (1) section; and (b) thirty percent (30%) of the total number of seats if PCS is enrolling two (2) or more sections, further prioritized as follows:
  - a. A first rank priority shall be established for applicants who are siblings of current pupils of Pacific Collegiate School **and both** an FRPM eligible applicant **and** a first-generation college-bound applicant.
  - b. A second rank priority (if space remains after the application of the first rank ranking preference) shall be established for non-sibling applicants who are **both** an FRPM eligible applicant **and** a first-generation college-bound applicant.
  - c. A third rank priority (if space remains after the application of the first two ranking preferences) shall be established for applicants who are siblings of current pupils of Pacific Collegiate School **and either** an FRPM eligible applicant **or** a first-generation college-bound applicant.
  - d. A fourth ranking priority (if space remains after the application of the first three ranking preferences) shall be established for non-sibling applicants who are **either** an FRPM eligible applicant **or** a first-generation college-bound applicant.  
An “FRPM eligible applicant” is defined as an applicant eligible for free or reduced price meals for under the regulations and guidelines used by schools, institutions, and facilities participating in the National School Lunch Program. A “first-generation college-bound applicant” is defined as one whose parents’ or chief guardians’ highest level of education is less than a Bachelor’s Degree. An eligible applicant for this preference who is not selected may then receive preference in the lottery in accordance with other preferences listed below.
2. Children of current faculty or staff of Pacific Collegiate School.
3. Children of those current or past members of the PCS Board of Directors who served or



committed to serve a full term on the Board of Directors, and who have met other prerequisites as may be defined by the Board of Directors pursuant to adopted policy, but limited to those members that actively served as members on or after July 1, 2019.

4. Siblings of current pupils of Pacific Collegiate School, or surviving siblings of any student deceased while enrolled at Pacific Collegiate School.
5. Children of any other current or past members of the PCS Board of Directors who served or committed to serve a full term on the Board of Directors, and who have met other prerequisites as may be defined by the Board of Directors pursuant to adopted policy.
6. Residents of the Santa Cruz City Secondary Schools District. In-district applicants are awarded a weighted advantage in the lottery process such that their chances of being selected are greater than those of out-of-district applicants.

### **GRADES 7 - 12:**

Preference in the public random drawing for Grades 7-12 shall be given to the following students in the following order:

1. Applicants From Traditionally Underrepresented Populations. Thirty percent (30%) of seats in the 7th Grade are reserved for applicants to the 7th Grade from traditionally underrepresented populations, further prioritized as follows:
  - a. A first rank priority for this preference shall be established for applicants who are siblings of current pupils of Pacific Collegiate School **and both** an FRPM eligible applicant **and** a first-generation college-bound applicant.
  - b. A second rank priority (if space remains after the application of the first ranking preference) shall be established for non-sibling applicants to the 7th grade who are **both** an FRPM eligible applicant **and** a first-generation college-bound applicant.).
  - c. A third rank priority (if space remains after the application of the first two ranking preferences) shall be established for applicants who are siblings of current pupils of Pacific Collegiate School **and either** an FRPM eligible applicant **or** a first-generation college-bound applicant.
  - d. A fourth ranking priority (if space remains after the application of the first three ranking preferences) shall be established for non-sibling applicants who are **either** an FRPM eligible applicant **or** a first-generation college-bound applicant.  
An “FRPM eligible applicant” is defined as an applicant eligible for free or reduced price meals for under the regulations and guidelines used by schools, institutions, and facilities participating in the National School Lunch Program. A “first-generation college-bound applicant” is defined as one whose parents’ or chief guardians’ highest level of education is less than a Bachelor’s Degree. An eligible applicant for this preference who is not selected may then receive preference in the lottery in accordance with other preferences listed below. In the event that a sixth grade is approved as a material revision to the charter, this preference for grade 7 shall only be applicable so long as PCS maintains less than (4) sections of sixth-grade enrollment. If PCS maintains four (4) or more Sections



of sixth-grade enrollment, the preference for traditionally underrepresented applicants shall be applicable only to sixth-grade enrollment pursuant to the sixth-grade preferences above and this section shall not apply.

2. Children of current faculty or staff of Pacific Collegiate School.
3. Siblings of current pupils of Pacific Collegiate School, or surviving siblings of any student deceased while enrolled at Pacific Collegiate School.
4. Children of current or past members of the PCS Board of Directors who served or committed to serve a full term on the Board of Directors, and who met other prerequisites as may be defined by the Board of Directors pursuant to adopted policy.
5. Residents of the Santa Cruz City Secondary Schools District. In-district applicants are awarded a weighted advantage in the lottery process such that their chances of being selected are greater than those of out-of-district applicants.

The Charter School and the County agree to adhere to the requirements related to admission preferences as set forth in Education Code Section 47605(d)(2)(B)(i)-(iv).

The Board of Directors will take all necessary efforts to ensure lottery procedures are fairly executed. Lottery spaces are pulled in order of grade level by the designated lottery official (appointed by the Head of School). Separate lotteries shall be conducted for each grade in which there are fewer vacancies than pupils interested in attending. There is no weighted priority assigned to the preference categories; rather, within each grade level, students will be drawn from pools beginning with all applicants who qualify for the first preference category, and shall continue with that preference category until all vacancies within that grade level have been filled. If there are more students in a preference category than there are spaces available, a random drawing will be held from within that preference category until all available spaces are filled. If all students from the preference category have been selected and there are remaining spaces available in that grade level, students from the second preference category will be drawn in the lottery, and the drawing shall continue until all spaces are filled and preference categories are exhausted in the order provided above.

### **WAIT-LIST**

At the conclusion of the public random drawing, all students who were not granted admission due to capacity shall be given the option to put their name on a wait-list according to their draw in the lottery. This wait-list will allow students the option of enrollment in the case of an opening during the current school year. In no circumstance will a wait-list carry over to the following school year.

## **ELEMENT I: FINANCIAL AUDIT**

*Governing Law: The manner in which annual, independent, financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority. Education Code Section 47605(b)(5)(I).*

An annual independent financial audit of the books and records of Pacific Collegiate School will be conducted as required by Education Code Sections 47605(b)(5)(I) and 47605(m). The books and records of Pacific Collegiate School will be kept in accordance with generally accepted accounting principles and, as required by applicable law, the audit will employ generally accepted accounting procedures. The audit shall be conducted in accordance with applicable provisions within the California Code of Regulations governing audits of charter schools as published in the State Controllers K-12 Audit Guide.

The PCS Finance committee will select an independent auditor through a request for proposal format. The auditor will have, at a minimum, a CPA and educational institution audit experience and approved by the State Controller on its published list as an educational audit provider. To the extent required under applicable federal law, the audit scope will be expanded to include items and processes specified in applicable Office of Management and Budget Circulars.

The annual audit will be completed and forwarded to the County, the State Controller, and to the CDE by the 15th of December of each year. The Head of School, along with the Finance committee, will review any audit exceptions or deficiencies and report to the Pacific Collegiate School Board of Directors with recommendations on how to resolve them. The Board will submit a report to the County describing how the exceptions and deficiencies have been or will be resolved to the satisfaction of the County along with an anticipated timeline for the same. Appeals or requests for summary review shall be submitted to the Education Audit Appeals Panel. The independent financial audit of the Pacific Collegiate School is public record to be provided to the public upon request.

Pursuant to Education Code Section 47604.3, Pacific Collegiate School will promptly respond to all reasonable inquiries, including, but not limited to inquiries regarding its financial records from the County. Pacific Collegiate School will automatically submit all financial reports required under Education Code Section 47604.33 and 47605(m). Pacific Collegiate School recognizes the right of the County to conduct random inspections of Pacific Collegiate School pursuant to Education Code Section 47607.

## **ELEMENT J: SUSPENSION AND EXPULSION PROCEDURES**

***Governing Law:** The procedures by which pupils can be suspended or expelled from the charter school for disciplinary reasons or otherwise involuntarily removed from the charter school for any reason. These procedures, at a minimum, shall include an explanation of how the charter school will comply with federal and state constitutional procedural and substantive due process requirements that is consistent with all of the following:*

- (i) For suspensions of fewer than 10 days, provide oral or written notice of the charges against the pupil and, if the pupil denies the charges, an explanation of the evidence that supports the charges and an opportunity for the pupil to present the pupil's side of the story.*
- (ii) For suspensions of 10 days or more and all other expulsions for disciplinary reasons, both of the following:*
  - (I) Provide timely, written notice of the charges against the pupil and an explanation of the pupil's basic rights.*
  - (II) Provide a hearing adjudicated by a neutral officer within a reasonable number of days at which the pupil has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel or an advocate.*
- (iii) Contain a clear statement that no pupil shall be involuntarily removed by the charter school for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five school days before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil's parent or guardian or, if the pupil is a foster child or youth or a homeless child or youth, the pupil's educational rights holder, and shall inform the pupil, the pupil's parent or guardian, or the pupil's educational rights holder of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil's parent, guardian, or educational rights holder initiates the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until the charter school issues a final decision. For purposes of this clause, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii). Education Code Section 47605(b)(5)(J).*

### **POLICY**

Students shall not be suspended or expelled for academic failure. Students shall only be suspended or expelled for violations described in the PCS Pupil Suspension and Expulsion Policy.

This Pupil Suspension and Expulsion Policy has been established in order to promote learning and protect the safety and well-being of all students at Pacific Collegiate School. In creating this policy, Pacific Collegiate School has reviewed Education Code Section 48900 *et seq.* which describes the non-charter schools' list of offenses and procedures to establish its list of offenses and procedures for suspensions and expulsions. The language that follows closely mirrors the language of Education Code Section 48900 *et seq.* Pacific Collegiate School is committed to annual review of policies and procedures surrounding suspensions and expulsions and, as

necessary, modification of the lists of offenses for which students are subject to suspension or expulsion.

When the Policy is violated, it may be necessary to suspend or expel a student from regular classroom instruction. This policy shall serve as Pacific Collegiate School's policy and procedures for student suspension and expulsion and it may be amended from time to time without the need to amend the charter so long as the amendments comport with legal requirements. Pacific Collegiate School staff shall enforce disciplinary rules and procedures fairly and consistently among all students. This Policy and its Procedures will be printed and distributed as part of the Student Handbook and will clearly describe discipline expectations. Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of the Policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

Pacific Collegiate School administration shall ensure that students and their parents/guardians are notified in writing upon enrollment of all discipline and involuntary removal policies and procedures. The notice shall state that school policies and procedures are available in the student handbook, on our website, and by request at the Head of School's office.

Suspended or expelled students shall be excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion.

A student identified as an individual with disabilities or for whom Pacific Collegiate School has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities Education Improvement Act of 2004 or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to general education students except when federal and state law mandates additional or different procedures. Pacific Collegiate School will follow all applicable federal and state laws including but not limited to the Education Code, when imposing any form of discipline on a student identified as an individual with disabilities or for whom Pacific Collegiate School has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students.

No student shall be involuntarily removed by the Charter School for any reason unless the parent or guardian of the student has been provided written notice of intent to remove the student no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the student or the student's parent or guardian or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder, and shall inform him or her of the basis for which the pupil is being involuntarily removed and his or her right to request a hearing to challenge the involuntary removal. If a parent, guardian, or educational rights holder requests a hearing, the Charter School shall utilize the same hearing procedures specified below for expulsions, before the effective date of the action to involuntarily remove the student. If the student's parent, guardian, or educational rights holder requests a hearing, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include removals for misconduct which may be grounds for suspension or expulsion as enumerated below.

## **PROCEDURES**

### **A. Grounds for Suspension and Expulsion of Students**

A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at any time including but not limited to: a) while on school grounds; b) while going to or coming from school; c) during the lunch period, whether on or off the school campus; d) during, going to, or coming from a school-sponsored activity.

### **B. Enumerated Offenses**

1. Discretionary Suspension Offenses. Students may be suspended for any of the following acts when it is determined the pupil:
  - a. Caused, attempted to cause, or threatened to cause physical injury to another person.
  - b. Willfully used force or violence upon the person of another, except self-defense.
  - c. Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind.
  - d. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
  - e. Committed or attempted to commit robbery or extortion.
  - f. Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
  - g. Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
  - h. Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil.
  - i. Committed an obscene act or engaged in habitual profanity or vulgarity.
  - j. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
  - k. Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties.
  - l. Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.

- m. Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- n. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- o. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- p. Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, “hazing” means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, “hazing” does not include athletic events or school-sanctioned events.
- q. Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this section, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family’s safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or his or her immediate family.
- r. Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual’s academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- s. Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- t. Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating



substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.

- u. Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
  - i. “Bullying” means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
    1. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student’s or those students’ person or property.
    2. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
    3. Causing a reasonable student to experience substantial interference with his or her academic performance.
    4. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
  - ii. “Electronic Act” means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
    1. A message, text, sound, video, or image.
    2. A post on a social network application or web site including, but not limited to:
      - a. Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
      - b. Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. “Credible impersonation” means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that

another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.

- c. Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. “False profile” means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.

3. An act of cyber sexual bullying.

- a. For purposes of this clause, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
- b. For purposes of this clause, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
- c. Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

- v. A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1)(a)-(b).

- w. Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Head of School or designee’s concurrence.

2. Non-Discretionary Suspension Offenses: Students must be suspended and recommended for expulsion for any of the following acts when it is determined the pupil:



- a. Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Head of School or designee's concurrence.
  - b. Brandishing a knife at another person.
  - c. Unlawfully selling a controlled substance listed in Health and Safety Code Section 11053, et seq.
  - d. Committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900(n).
3. Discretionary Expellable Offenses: Students may be recommended for expulsion for any of the following acts when it is determined the pupil:
- a. Caused, attempted to cause, or threatened to cause physical injury to another person.
  - b. Willfully used force or violence upon the person of another, except self-defense.
  - c. Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
  - d. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
  - e. Committed or attempted to commit robbery or extortion.
  - f. Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
  - g. Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
  - h. Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil.
  - i. Committed an obscene act or engaged in habitual profanity or vulgarity.
  - j. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
  - k. Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
  - l. Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.

- m. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- n. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- o. Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, “hazing” means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, “hazing” does not include athletic events or school-sanctioned events.
- p. Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this section, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family’s safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or his or her immediate family.
- q. Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual’s academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- r. Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- s. Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.

- t. Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
  - i. “Bullying” means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
    - 1. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student’s or those students’ person or property.
    - 2. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
    - 3. Causing a reasonable student to experience substantial interference with his or her academic performance.
    - 4. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
  - ii. “Electronic Act” means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
    - 1. A message, text, sound, video, or image.
    - 2. A post on a social network application or Internet Web site including, but not limited to:
      - a. Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
      - b. Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. “Credible impersonation” means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.

- c. Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. “False profile” means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
- 3. An act of cyber sexual bullying.
  - a. For purposes of this clause, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
  - b. For purposes of this clause, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
- iii. Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
  - u. A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (3)(a)-(b).
  - v. Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Head of School or designee’s concurrence.
- 4. Non-Discretionary Expellable Offenses: Students must be recommended for expulsion for any of the following acts when it is determined pursuant to the procedures below that the pupil:
  - a. Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Head of School or designee’s concurrence.

- b. Brandishing a knife at another person.
- c. Unlawfully selling a controlled substance listed in Health and Safety Code Section 11053, et seq.
- d. Committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900(n)

If it is determined by the Administrative Panel and/or Board of Directors that a student has brought a firearm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or dangerous device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994. In such instances, the pupil shall be provided due process rights of notice and a hearing as required in this policy.

The term “firearm” means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.

The term “destructive device” means (A) any explosive, incendiary, or poison gas, including but not limited to: (i) bomb, (ii) grenade, (iii) rocket having a propellant charge of more than four ounces, (iv) missile having an explosive or incendiary charge of more than one-quarter ounce, (v) mine, or (vi) device similar to any of the devices described in the preceding clauses.

### **C. Suspension Procedure**

Suspensions shall be initiated according to the following procedures:

#### **1. Conference**

Suspension shall be preceded, if possible, by a conference conducted by the Head of School or the Head of School’s designee with the student and his or her parent and, whenever practical, the teacher, supervisor or Pacific Collegiate School employee who referred the student to the Head of School or designee.

The conference may be omitted if the Head of School or designee determines that an emergency situation exists. An “emergency situation” involves a clear and present danger to the lives, safety or health of students or Pacific Collegiate School personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student’s right to return to school for the purpose of a conference.

At the conference, the pupil shall be informed of the reason for the disciplinary action and the evidence against him or her and shall be given the opportunity to present his or her version and evidence in his or her defense, in accordance with Education Code Section 47605(b)(5)(J)(i). This conference shall be held within two school days, unless the pupil waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization. No penalties may be imposed on a pupil for failure of the pupil’s parent or guardian to attend a conference with Pacific Collegiate School officials. Reinstatement of the suspended pupil shall not be contingent upon attendance by the pupil’s parent or guardian at the conference.

## 2. Notice to Parents/Guardians

At the time of the suspension, an administrator or designee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense committed by the student. In addition, the notice may also state the date and time when the student may return to school. If Pacific Collegiate School officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

## 3. Suspension Time Limits/Recommendation for Expulsion

Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension. Upon a recommendation of expulsion by the Head of School or Head of School's designee, the pupil and the pupil's guardian or representative will be invited to a conference to determine if the suspension for the pupil should be extended pending an expulsion hearing. This determination will be made by the Head of School or designee upon either of the following: 1) the pupil's presence will be disruptive to the education process; or 2) the pupil poses a threat or danger to others. Upon either determination, the pupil's suspension will be extended pending the results of an expulsion hearing. In such instances when the Charter School has determined a suspension period shall be extended, such extension shall be made only after a conference is held with the pupil or the pupil's parents, unless the pupil and the pupil's parents fail to attend the conference.

### **D. Authority to Expel**

As required by Education Code Section 47605(b)(5)(J)(ii), students recommended for expulsion are entitled to a hearing adjudicated by a neutral officer to determine whether the student should be expelled. The procedures herein provide for such a hearing and the notice of said hearing, as required by law.

A student may be expelled either by the neutral and impartial Pacific Collegiate School Board following a hearing before it or by the Pacific Collegiate School Board upon the recommendation of a neutral and impartial Administrative Panel, to be assigned by the Board as needed. The Administrative Panel shall consist of at least three members who are certificated and neither a teacher of the pupil nor a Board member of the Pacific Collegiate School Board. Each entity shall be presided over by a designated neutral hearing chairperson. The Administrative Panel may recommend expulsion of any student found to have committed an expellable offense, and the Board of Directors shall make the final determination.

### **E. Expulsion Procedures**

Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. Unless postponed for good cause, the hearing shall be held within thirty (30) school days after the Head of School or designee determines that the pupil has committed an expellable offense.

In the event an Administrative Panel hears the case, it will make a recommendation to the Board for a final decision whether to expel. The hearing shall be held in closed session (complying with all pupil confidentiality rules under FERPA) unless the pupil makes a written request for a public



hearing in open session three (3) days prior to date of the scheduled hearing.

Written notice of the hearing shall be forwarded to the student and the student's parent/guardian at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the pupil. The notice shall include:

1. The date and place of the expulsion hearing;
2. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based;
3. A copy of the Charter School's disciplinary rules which relate to the alleged violation;
4. Notification of the student's or parent/guardian's obligation to provide information about the student's status at the Charter School to any other school district or school to which the student seeks enrollment;
5. The opportunity for the student and/or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor;
6. The right to inspect and obtain copies of all documents to be used at the hearing;
7. The opportunity to confront and question all witnesses who testify at the hearing;
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

#### **F. Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses**

Pacific Collegiate School may, upon a finding of good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations that shall be examined only by Pacific Collegiate School or the hearing officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the pupil.

- a. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive five days notice of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in the hearing at the time he/she testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.
- b. Pacific Collegiate School must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
- c. At the discretion of the entity conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which he or she may leave the hearing room.
- d. The entity conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
- e. The entity conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours he/she is normally in school, if there is no good cause to

take the testimony during other hours.

f. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the entity presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The entity conducting the hearing may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.

g. If one or both of the support persons is also a witness, Pacific Collegiate School must present evidence that the witness' presence is both desired by the witness and will be helpful to Pacific Collegiate School. The person presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising his or her discretion to remove a person from the hearing whom he or she believes is prompting, swaying, or influencing the witness.

h. The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.

i. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the pupil being expelled, the complaining witness shall have the right to have his/her testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.

j. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the person conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstance can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

### **G. Record of Hearing**

A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.

### **H. Presentation of Evidence**

While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Administrative Panel to expel must be supported by substantial evidence that the student committed an expellable offense. Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible,



no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses of whom the Board or Administrative Panel determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the expelled pupil, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public.

The decision of the Administrative Panel shall be in the form of written findings of fact and a written recommendation to the Board who will make a final determination regarding the expulsion. The final decision by the Board shall be made within ten (10) school days following the conclusion of the hearing. The decision of the Board is final.

If the Administrative Panel decides not to recommend expulsion, the pupil shall immediately be returned to his/her educational program.

#### **I. Written Notice to Expel**

The Head of School or designee, following a decision of the Board to expel, shall send written notice of the decision to expel, including the Board's adopted findings of fact, to the student or parent/guardian. This notice shall also include the following: (a) Notice of the specific offense committed by the student; and (b) Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with Pacific Collegiate School.

The Head of School or designee shall send a copy of the written notice of the decision to expel to the authorizer. This notice shall include the following: (a) The student's name; and (b) The specific expellable offense committed by the student.

#### **J. Disciplinary Records**

Pacific Collegiate School shall maintain records of all student suspensions and expulsions at the Charter School. Such records shall be made available to the authorizer upon request.

#### **K. No Right to Appeal**

The pupil shall have no right of appeal from expulsion from Pacific Collegiate School as the Pacific Collegiate School Board of Director's decision to expel shall be final.

#### **L. Expelled Pupils/Alternative Education**

Parents/guardians of pupils who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within the County or their school district of residence. Pacific Collegiate School shall work cooperatively with parents/guardians as requested by parents/guardians or by the school district of residence to assist with locating alternative placements during expulsion.

#### **M. Rehabilitation Plans**

Students who are expelled from Pacific Collegiate School shall be given a rehabilitation plan upon expulsion as developed by the Board at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission.

The rehabilitation plan should include a date not later than one year from the date of expulsion when the pupil may reapply to Pacific Collegiate School for readmission.

#### **N. Readmission**

The decision to readmit a pupil or to admit a previously expelled pupil from another school district or charter school shall be in the sole discretion of the Board following a meeting with the Head of School or designee and the pupil and parent/guardian or representative to determine whether the pupil has successfully completed the rehabilitation plan and to determine whether the pupil poses a threat to others or will be disruptive to the school environment. The Head of School or designee shall make a recommendation to the Board following the meeting regarding his or her determination. The Board shall then make a final decision regarding readmission during the closed session of a public meeting, reporting out any action taken during closed session consistent with the requirements of the Brown Act. The pupil's readmission is also contingent upon Pacific Collegiate School's capacity at the time the student seeks readmission.

#### **O. Notice to Teachers**

The Charter School shall notify teachers of each pupil who has engaged in or is reasonably suspected to have engaged in any of the acts listed in Education Code Section 49079 and the corresponding enumerated offenses set forth above.

#### **P. Special Procedures for the Consideration of Suspension and Expulsion of Students with Disabilities**

##### **1. Notification of SELPA**

Pacific Collegiate School shall immediately notify the SELPA and coordinate the procedures in this policy with the SELPA of the discipline of any student with a disability or student who the Pacific Collegiate School or SELPA would be deemed to have knowledge that the student had a disability.

##### **2. Services During Suspension**

Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting (which could constitute a change of placement and the student's IEP would reflect this change), and to progress toward meeting the goals set out in the child's IEP/504 Plan; and receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

##### **3. Procedural Safeguards/Manifestation Determination**

Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, Pacific Collegiate School, the parent, and relevant members of the IEP/504 Team shall review all relevant information in the student's file, including the child's IEP/504 Team, any teacher observations, and any relevant information provided by the parents to determine:

- a. If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
- b. If the conduct in question was the direct result of the local educational agency's failure to implement the IEP/504 Plan.

If Pacific Collegiate School, the parent, and relevant members of the IEP/504 Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.

If Pacific Collegiate School, the parent, and relevant members of the IEP/504 Team make the determination that the conduct was a manifestation of the child's disability, the IEP/504 Team shall:

- a. Conduct a functional behavioral assessment and implement a behavioral intervention plan for such child, provided that Pacific Collegiate School had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;
- b. If a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and
- c. Return the child to the placement from which the child was removed, unless the parent and Pacific Collegiate School agree to a change of placement as part of the modification of the behavioral intervention plan.

If Pacific Collegiate School, the parent, and relevant members of the IEP/504 Team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a direct result of the failure to implement the IEP/504 Plan, then Pacific Collegiate School may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

#### 4. Due Process Appeals

The parent of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination, or Pacific Collegiate School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings or by utilizing the dispute provisions of the 504 Policy and Procedures.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent or Pacific Collegiate School, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer in accordance with state and federal law, including 20 U.S.C. Section 1415(k), until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, unless the parent and Pacific Collegiate School agree

otherwise.

In accordance with 20 U.S.C. Section 1415(k)(3), if a parent/guardian disagrees with any decision regarding placement, or the manifestation determination, or if the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, the parent/guardian or Charter School may request a hearing.

In such an appeal, a hearing officer may: (1) return a child with a disability to the placement from which the child was removed; or (2) order a change in placement of a child with a disability to an appropriate interim alternative educational setting for not more than 45 school days if the hearing officer determines that maintaining the current placement of such child is substantially likely to result in injury to the child or to others.

## 5. Special Circumstances

Pacific Collegiate School personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a child with a disability who violates a code of student conduct.

The Head of School or designee may remove a student to an interim alternative educational setting for not more than forty-five (45) school days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

- a. Carries or possesses a weapon, as defined in 18 USC 930, to or at school, on school premises, or to or at a school function;
- b. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or
- c. Has inflicted serious bodily injury, as defined by 20 USC 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

## 6. Interim Alternative Educational Setting

The student's interim alternative educational setting shall be determined by the student's IEP/504 Team.

## 7. Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been identified as an individual with disabilities pursuant to IDEA and who has violated the Pacific Collegiate School's disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if Pacific Collegiate School had knowledge that the student was disabled before the behavior occurred.

Pacific Collegiate School shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

- a. The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to Pacific Collegiate School supervisory or administrative personnel, or to one of the child's teachers, that the student is in need of special education or related services.
- b. The parent has requested an evaluation of the child.
- c. The child's teacher, or other Pacific Collegiate School personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or to other Pacific Collegiate School supervisory personnel.

If Pacific Collegiate School knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEA-eligible children with disabilities, including the right to stay-put.

If Pacific Collegiate School had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. Pacific Collegiate School shall conduct an expedited evaluation if requested by the parents; however, the student shall remain in the education placement determined by Pacific Collegiate School pending the results of the evaluation.

Pacific Collegiate School shall not be deemed to have knowledge that the student had a disability if the parent has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

## **ELEMENT K: RETIREMENT SYSTEMS**

*Governing Law: The manner by which staff members of the charter schools will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security. Education Code Section 47605(b)(5)(K).*

Eligible employees at Pacific Collegiate School are covered by the State Teachers' Retirement System. Eligible employees at Pacific Collegiate School are covered by the Public Employees' Retirement System, and/or Social Security, as appropriate to the position. The PCS Senior Business Administrator is responsible for ensuring that appropriate arrangements for retirement coverage are made for all employees.

## **ELEMENT L: ATTENDANCE ALTERNATIVES**

*Governing Law: The public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools. Education Code Section 47605(b)(5)(L).*

No student may be required to attend Pacific Collegiate School. Students who reside within the County who choose not to attend Pacific Collegiate School may attend school at their home district according to district policy or at another school district or school within the County through the district's intra- and inter-district transfer policies. Parents and guardians of each student enrolled in Pacific Collegiate School will be informed on admissions forms that students have no right to admission in a particular school of a local education agency as a consequence of enrollment in Pacific Collegiate School, except to the extent that such a right is extended by the local education agency.

## **ELEMENT M: EMPLOYEE RETURN RIGHTS**

*Governing Law: The rights of an employee of the school district upon leaving the employment of the school district to work in a charter school, and of any rights of return to the school district after employment at a charter school. Education Code Section 47605(b)(5)(M).*

No public school district or County employee shall be required to work at Pacific Collegiate School. Employees of a district or County who choose to leave the employment to work at Pacific Collegiate School will have no automatic rights of return to the district or County after employment by Pacific Collegiate School unless specifically granted by the district or County through a leave of absence or other agreement. Pacific Collegiate School employees shall have any right upon leaving the district or County to work in Pacific Collegiate School that the district or County may specify, any rights of return to employment in a school district after employment in Pacific Collegiate School that the district may specify, and any other rights upon leaving employment to work in Pacific Collegiate School that the district or County determines to be reasonable and not in conflict with any law.

Sick or vacation leave or service credit from a district or County will not transfer nor accrue to Pacific Collegiate School. Employment by Pacific Collegiate School provides no rights of employment at any other entity, including any rights in the case of closure of Pacific Collegiate School.



## **ELEMENT N: DISPUTE RESOLUTION**

*Governing Law: The procedures to be followed by the charter school and the chartering authority to resolve disputes relating to provisions of the charter. Education Code Section 47605(b)(5)(N).*

Pacific Collegiate School and the County will be encouraged to attempt to resolve any disputes with the County amicably and reasonably without resorting to formal procedures.

In the event of a dispute between Pacific Collegiate School and the County, Pacific Collegiate School staff, employees and Board members of Pacific Collegiate School and the County agree to first frame the issue in written format (“dispute statement”) and to refer the issue to the County Superintendent and Head of School of Pacific Collegiate School, or their respective designees. In the event that the County Board believes that the dispute relates to an issue that could lead to revocation of the charter in accordance with Education Code Section 47607, Pacific Collegiate School requests that this shall be noted in the written dispute statement, although it recognizes it cannot legally bind the County to do so. However, participation in the dispute resolution procedures outlined in this section shall not be interpreted to impede or act as a pre-requisite to the County’s ability to proceed with revocation in accordance with Education Code Section 47607 and its implementing regulations.

The Head of School and Superintendent, or their respective designees, shall informally meet and confer in a timely fashion to attempt to resolve the dispute, not later than 5 business days from receipt of the dispute statement. In the event that this informal meeting fails to resolve the dispute, both parties shall identify two Board members from their respective boards who shall jointly meet with the Superintendent and the Head of School of Pacific Collegiate School, or their respective designees, and attempt to resolve the dispute within 15 business days from receipt of the dispute statement.

If this joint meeting fails to resolve the dispute, the Superintendent and the Head of School, or their respective designees, shall meet to jointly identify a neutral third party mediator to engage the Parties in a mediation session designed to facilitate resolution of the dispute. The format of the mediation session shall be developed jointly by the Superintendent and the Head of School, or their respective designees. Mediation shall be held within sixty business days of receipt of the dispute statement. The costs of the mediator shall be split equally between the County and Pacific Collegiate School. If mediation does not resolve the dispute either party may pursue any other remedy available under the law. All timelines and procedures in this section may be revised upon mutual written agreement of the County and Pacific Collegiate School.

### **INTERNAL DISPUTES**

Internal disputes shall be handled in accordance with complaint policies and procedures as adopted by the Board of Directors, including a Uniform Complaint Policy and Procedures. Pacific Collegiate School requests that any complaints received by the County concerning internal matters of the school be promptly forwarded to the Pacific Collegiate School for processing in accordance with the school’s complaint policies and procedures.

## ELEMENT O: CLOSURE PROCEDURES

*Governing Law: The procedures to be used if the charter school closes. The procedures shall ensure a final audit of the charter school to ensure the disposition of all assets and liabilities of the charter school, including disposing of any net assets and for the maintenance and transfer of pupil records. Education Code Section 47605(b)(5)(O).*

We do not expect PCS to close. Closure of Pacific Collegiate School will be documented by official action of the Board of Directors. The action will identify the reason for closure. The official action will also identify an entity and person or persons responsible for closure-related activities.

The Charter School will promptly notify parents and students of Pacific Collegiate School, the Santa Cruz County Office of Education, Pacific Collegiate School's SELPA, the retirement systems in which Pacific Collegiate School's employees participate (e.g., Public Employees' Retirement System, State Teachers' Retirement System, and federal social security), and the California Department of Education of the closure as well as the effective date of the closure. This notice will also include the name(s) of and contact information for the person(s) to whom reasonable inquiries may be made regarding the closure; the pupils' school districts of residence; and the manner in which parents/guardians may obtain copies of pupil records, including specific information on completed courses and credits that meet graduation requirements.

The Charter School will ensure that the notification to the parents and students of Pacific Collegiate School of the closure provides information to assist parents and students in locating suitable alternative programs. This notice will be provided promptly following the Board's decision to close Pacific Collegiate School.

The Charter School will also develop a list of pupils in each grade level and the classes they have completed, together with information on the pupils' districts of residence, which it will provide to the entity responsible for closure-related activities.

As applicable, Pacific Collegiate School will provide parents, students and the County Office of Education with copies of all appropriate student records and will otherwise assist students in transferring to their next school. All transfers of student records will be made in compliance with the Family Educational Rights and Privacy Act ("FERPA") 20 U.S.C. § 1232g. Pacific Collegiate School will ask the County Office of Education to store original records of Pacific Collegiate School students. All student records of Pacific Collegiate School shall be transferred to the County upon closure. Where possible, Pacific Collegiate School will deliver student records to the returning district or school, if applicable. If the County will not or cannot store the records, Pacific Collegiate School shall work with the County Office of Education to determine a suitable alternative location for storage.

All state assessment results, special education records, and personnel records will be transferred to and maintained by the entity responsible for closure-related activities in accordance with applicable law.

As soon as reasonably practicable, Pacific Collegiate School will prepare final financial records. Pacific Collegiate School will also have an independent audit completed within six months after

closure. Pacific Collegiate School will pay for the final audit. The audit will be prepared by a qualified Certified Public Accountant selected by Pacific Collegiate School and will be provided to the County promptly upon its completion. The final audit will include an accounting of all financial assets, including cash and accounts receivable and an inventory of property, equipment, and other items of material value, an accounting of the liabilities, including accounts payable and any reduction in apportionments as a result of audit findings or other investigations, loans, and unpaid staff compensation, and an assessment of the disposition of any restricted funds received by or due to Pacific Collegiate School.

Pacific Collegiate School will complete and file any annual reports required pursuant to Education Code section 47604.33.

On closure of Pacific Collegiate School, all assets of Pacific Collegiate School, including but not limited to all leaseholds, personal property, intellectual property and all ADA apportionments and other revenues generated by students attending Pacific Collegiate School, remain the sole property of the nonprofit corporation. Upon the dissolution of the nonprofit public benefit corporation, all net assets shall be distributed to another public school that satisfies the requirements of paragraphs (a) through (e) of section III.A of Notice 2015-07 issued by the Internal Revenue Service and the Treasury Department entitled “Relief for Certain Participants in § 414(d) Plans” or any final regulations implementing 26 U.S.C. § 414(d) or to a State, political subdivision of a State, or agency or instrumentality thereof. Any assets acquired from the County or County property will be promptly returned upon Pacific Collegiate School closure to the County. The distribution shall include return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law, as appropriate, which may include submission of final expenditure reports for entitlement grants and the filing of any required Final Expenditure Reports and Final Performance Reports, as well as the return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted.

On closure, Pacific Collegiate School shall remain solely responsible for all liabilities arising from the operation of Pacific Collegiate School.

As Pacific Collegiate School is operated as a non-profit public benefit corporation, should the corporation dissolve with the closure of Pacific Collegiate School, the Board will follow the procedures set forth in the California Corporations Code for the dissolution of a non-profit public benefit corporation and file all necessary filings with the appropriate state and federal agencies.

As specified by the Budget in **Appendix M**, Pacific Collegiate School will utilize the reserve fund to undertake any expenses associated with the closure procedures identified above.

## MISCELLANEOUS PROVISIONS

### **CHARTER TERM**

The term of this charter renewal shall be from July 1, 2020 to June 30, 2025.

### **Severability**

The terms of this charter are severable. In the event that any of the provisions are determined to be unenforceable, or invalid for any reason, the remainder of the charter shall remain in effect, unless mutually agreed otherwise by the Santa Cruz County Board of Education and the Pacific Collegiate School Board of Directors.

### **Communications**

All official communications between Pacific Collegiate School and its Board, and the Santa Cruz County Board of Education, will be sent via First Class Mail or other appropriate means to the following address:

Pacific Collegiate School  
3004 Mission Street  
Santa Cruz, CA 95060

### **Facilities**

*Governing Law: The facilities to be utilized by the charter school. The description of facilities to be used by the charter school shall specify where the charter school intends to locate. Education Code Section 47605(g).*

PCS leases a 47,000 square foot facility at 3004 Mission Street, Santa Cruz, owned by the Pacific Collegiate Foundation.

The facility has 30 classrooms, including specially designed rooms for science, visual and performing arts, and technology classrooms. There will also be a large space for performances and gatherings, a library, administrative offices, staff workrooms, conference rooms, and all necessary additional spaces to maintain a safe and effective learning environment. In particular, ample space has been included to allow students to congregate, eat, collaborate, and socialize. This includes a large indoor student center with adjoining exterior deck, and multiple exterior seating areas. Field, gym space, and theater space will be provided off site to support extracurricular activities.

### **ADMINISTRATIVE SERVICES**

*Governing Law: The manner in which administrative services of the charter school are to be provided. Education Code Section 47605(g).*

PCS currently contracts with Charter Impact for administrative and financial assistance including, but not limited to, financial management, accounts payable/receivable, payroll, and

human resources.

### **POTENTIAL CIVIL LIABILITY EFFECTS**

*Governing Law: Potential civil liability effects, if any, upon the charter school and upon the school district. Education Code Section 47605(g).*

PCS is operated as a California non-profit public benefit corporation. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code and California Revenue and Taxation Code Section 23701(d).

Pursuant to Education Code Section 47604(d), an authority that grants a charter to a charter school operated by or as a non-profit public benefit corporation shall not be liable for the debts or obligations of the charter school or for claims arising from the performance of acts, errors or omissions by the charter school if the authority has complied with all oversight responsibilities required by law. PCS shall work diligently to assist the County in meeting any and all oversight obligations under the law, including monthly meetings, reporting, or other County-requested protocol to ensure the County shall not be liable for the operation of PCS.

Further, PCS and the County shall enter into a memorandum of understanding, wherein PCS shall indemnify the County for the actions of PCS under this charter.

The corporate bylaws of PCS provide for indemnification of the PCS Board of Directors, officers, agents, and employees, and PCS shall maintain general liability insurance, Board Members and Officers insurance, and fidelity bonding to secure against financial risks.

PCS shall maintain general liability, workers compensation, and other necessary insurance of the types and in the amounts required for an enterprise of similar purpose and circumstance. Insurance amounts are determined by recommendation of the County and PCS's insurance company for schools of similar size, location, and student population. The County shall be named an additional insured on the general liability insurance of PCS.

The PCS Board of Directors institutes appropriate risk management practices as discussed herein, including screening of employees, establishing codes of conduct for students, and dispute resolution.

### **BUDGETS AND FINANCIAL STATEMENTS**

*Governing Law: The petitioner or petitioners also shall be required to provide financial statements that include a proposed first-year operational budget, including startup costs, and cash flow and financial projections for the first three years of operation. Education Code Section 47605(g).*

Attached, as **Appendix M**, please find Pacific Collegiate School's three-year budget and cash-flow, including budget assumptions and projections. These documents are based upon the best data available to PCS at this time.

PCS shall provide reports to the County in accordance with Education Code Section 47604.33 as follows and shall provide additional fiscal reports as requested by the County:

1. By July 1, a preliminary budget for the current fiscal year.
2. By July 1, an annual update (LCAP) required pursuant to Education Code Section 47606.5.
3. By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. Additionally, on December 15, a copy of Pacific Collegiate School's annual, independent financial audit report for the preceding fiscal year shall be delivered to the State Controller, State Department of Education and County Superintendent of Schools.
4. By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31.
5. By September 15, a final non-audited report from the full prior year. The report submitted to the County shall include an annual statement of all the Pacific Collegiate School's receipts and expenditures for the preceding fiscal year and the School's balance sheet.

## APPENDICES

## **APPENDIX A: STUDENT ACHIEVEMENT DATA**



**LONGITUDINAL AP DATA (2015-2019)**

	2015	2016	2017	2018	2019
Total AP Students	200	197	211	216	224
Number of Exams	420	409	412	423	433
AP Students with Scores 3+	183	173	168	193	188
% of Total AP students with 3+	91.5	87.8	79.6	89.4	83.9

**AP SCORES SNAPSHOT (2019)**

Score	Art Hist	Biol.	Calc BC	Chem	Comp Sci A	Eng Lang Comp	Eng Lit Comp	Fren Lang	Macr Econ	Phys 1	Phys 2	Span Lang	Stat	Stu Art Draw	US Gov Pol	US Hist	World Hist	Total Exams	% of Total Exams
1					1	1										9		11	2.5%
2	3	10	16		2	11	3	1			5	3	3		1	15	15	88	20.3%
3	8	26	6	1	4	20		4			8	11	5	2	1	28	16	140	32.3%
4	1	17	8	1	2	15	1			1	4	8	4	1		24	26	113	26.1%
5	1	4	6	3	3	13	2	1	1		6	3	1	1		13	23	81	18.7%
Total	13	57	36	5	12	60	6	6	1	1	23	25	13	4	2	89	80	433	100%

**Longitudinal AP Data by Courses Offered (2015-2019)**

Art History	2015	2016	2017	2018	2019
1					
2	3	1			3
3	9				8
4	5	1			1
5	1	1			1
Total Exams	18	3			13
Mean Score	3.11	3.67			3.00

Biology	2015	2016	2017	2018	2019
1		1			
2	5	11	4	3	10
3	20	19	15	21	26
4	32	15	22	24	17
5	5	8	7	15	4
Total Exams	62	54	48	63	57
Mean Score	3.6	3.33	3.67	3.81	3.26

Calculus BC	2015	2016	2017	2018	2019
1	5	8	5		
2	2	4	11	11	16
3	15	6	9	14	6
4	7	10	18	4	8
5	7	5	7	7	6
Total Exams	36	33	50	36	36
Mean Score	3.25	3.00	3.22	3.19	3.11

Chemistry	2015	2016	2017	2018	2019
1					
2				1	
3		1			1
4		3		3	1
5		1			3
Total Exams		5		4	5
Mean Score		4.00		3.50	4.40

Chinese Language and Culture	2015	2016	2017	2018	2019
1					
2					
3	1				
4					
5				3	
Total Exams	1			3	
Mean Score	3.00			5.00	

Comp Sci A	2015	2016	2017	2018	2019
1	1	1	1	2	1
2	1	1	4		2
3	3	4	4	3	4
4	2	8	6	11	2
5	7	1	2	3	3
Total Exams	14	15	17	19	12
Mean Score	3.93	3.47	3.24	3.68	3.33

English Language and Composition	2015	2016	2017	2018	2019
1	1		1	1	1
2	6	7	8	10	11
3	14	20	16	13	20
4	30	23	16	27	15
5	14	21	18	19	13
Total Exams	65	71	59	70	60
Mean Score	3.77	3.82	3.71	3.76	3.47

English Literature	2015	2016	2017	2018	2019
1					
2	6	3	1	3	3
3	16	3		1	
4	9	3	2	2	1
5	1		1	1	2
Total Exams	32	9	4	7	6
Mean Score	3.16	3.00	3.75	3.14	3.33

French	2015	2016	2017	2018	2019
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1					
2	1				1
3	4	6	1	5	4
4	3		1	2	
5	1	1	2	1	1
Total Exams	9	7	4	8	6
Mean Score	3.44	3.29	4.25	3.50	3.17

1					
2					
3			1		
4	3		4		
5	3		1		
Total Exams	6		6		
Mean Score	4.5		4.00		

Latin	2015	2016	2017	2018	2019
1					
2	1	1		2	
3	1	2		1	
4	1			1	
5		1	1	1	
Total Exams	3	4	1	5	
Mean Score	3.00	3.25	5.00	3.2	

Physics 1	2015	2016	2017	2018	2019
1			4	3	
2		2	5	2	
3		7	2	3	
4		19	5	5	1
5		3	1	4	
Total Exams		31	17	17	1
Mean Score		3.74	2.65	3.29	4.00

Music Theory	2015	2016	2017	2018	2019
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Physics 2	2015	2016	2017	2018	2019
1					
2					5
3			11		8
4			5		4
5			4		6
Total Exams			20		23
Mean Score			3.65		3.48

Spanish	2015	2016	2017	2018	2019
1					
2		1	1	1	3
3	3	4	5	7	11
4	7	4	8	9	8
5	3	6	5	2	3
Total Exams	13	15	19	19	25
Mean Score	4.00	4.00	3.89	3.63	3.44

Statistics	2015	2016	2017	2018	2019
1		2			
2	4	4	2	1	3
3	4	4	9	2	5
4	5		3	3	4
5	4	2		3	1
Total Exams	17	12	14	9	13
Mean Score	3.53	2.67	3.07	3.89	3.23

Studio Art	2015	2016	2017	2018	2019
1					
2					
3	4		1		2
4				1	1
5			2	1	1
Total Exams	4		3	2	4
Mean Score	3.00		4.33	4.5	3.75

World History	2015	2016	2017	2018	2019
1	3	1	5	4	
2	7	5	17	14	15
3	28	11	20	29	16
4	28	32	38	24	26
5	12	19	8	11	23
Total Exams	78	68	88	82	80
Mean Score	3.5	3.93	3.31	3.29	3.71

US History	2015	2016	2017	2018	2019
1	1	3	2	4	9
2	10	14	7	10	15
3	22	17	21	19	28
4	23	23	21	25	24
5	7	16	17	11	13
Total Exams	63	73	68	69	89
Mean Score	3.4	2.48	3.65	3.42	3.19

### SAT Scores by Cohort and Subgroup (2018, 2019)

Cohort	Total Mean Score	ERW Mean Score	Math Mean Score
2019	1272	642	629
- <i>Males</i>	1320	653	667
- <i>Females</i>	1223	632	591
- <i>White</i>	1306	664	642
- <i>Hispanic/Latino</i>	1148	571	577
- <i>Fee reduction</i>	1128	562	567
- <i>No fee reduction</i>	1298	657	641
2018	1353	676	677
- <i>Males</i>	1401	685	716
- <i>Females</i>	1316	668	648
- <i>White</i>	1358	684	674
- <i>Hispanic/Latino</i>	*	*	*
- <i>Fee reduction</i>	*	*	*
- <i>No fee reduction</i>	1355	674	681

*\* Data not provided for this subgroup by College Board in 2018*

**CAASPP Performance - PCS and Santa Cruz County Comparison (2015-2018)**

Longitudinal Comparison: CAASPP ELA and Math Scores of All PCS (7th, 8th, 11th grade test participants) and peers in Santa Cruz County and Santa Cruz City Schools

% of Students who Met or Exceeded Standards						
	ELA - All Students (Grades 7, 8, 11)			Math - All Students (Grades 7, 8, 11)		
Year	PCS	SCCS	County	PCS	SCCS	County
2018	86.15	59.75	45.96	77.07	41.34	34.33
2017	85.88	59.28	44.79	76.43	41.58	32.95
2016	80	60	45	69	44	33
2015	80	62	43	73	43	32



Longitudinal Comparison: CAASPP ELA and Math Scores of PCS significant subgroups (White, Hispanic/Latino) and similar subgroups in Santa Cruz County Schools

ELA	% Met/Exceeded Standard			
	PCS		SC County	
Year	White	Hispanic/Latino	White	Hispanic/Latino
2018	88.47	70.27	67.38	30.48
2017	86.39	79.48	66.71	28.52
2016	81	76	67	29
2015	79	66	65	27

Math	% Met/Exceeded Standard			
	PCS		SC County	
Year	White	Hispanic/Latino	White	Hispanic/Latino
2018	77.9	64.86	54.08	19.73
2017	77.48	64.1	52.97	17.89
2016	68	71	55	18
2015	76	57	53	17

## **APPENDIX B: CALIFORNIA DASHBOARD REPORTS**

#### SCHOOL PERFORMANCE OVERVIEW

## Pacific Collegiate Charter

Explore the performance of Pacific Collegiate Charter under California's Accountability System.



### School Details

#### Optional Narrative Summary

Completed By Pacific Collegiate Charter

PCS is an independent public charter school open to any student in 7th through 12th grade seeking a rigorous college preparatory education. Our aim is to prepare our graduates for the rigor of college-level work while we celebrate their personal and academic accomplishments in an open and inclusive community of learners.

**NAME**  
Pacific Collegiate Charter

**ADDRESS**  
3004 Mission Street  
Santa Cruz, CA 95060-6225

**WEBSITE**  
<http://www.pacificcolleg...>

**GRADES SERVED**  
7-12

#### PACIFIC COLLEGIATE CHARTER

## Student Population

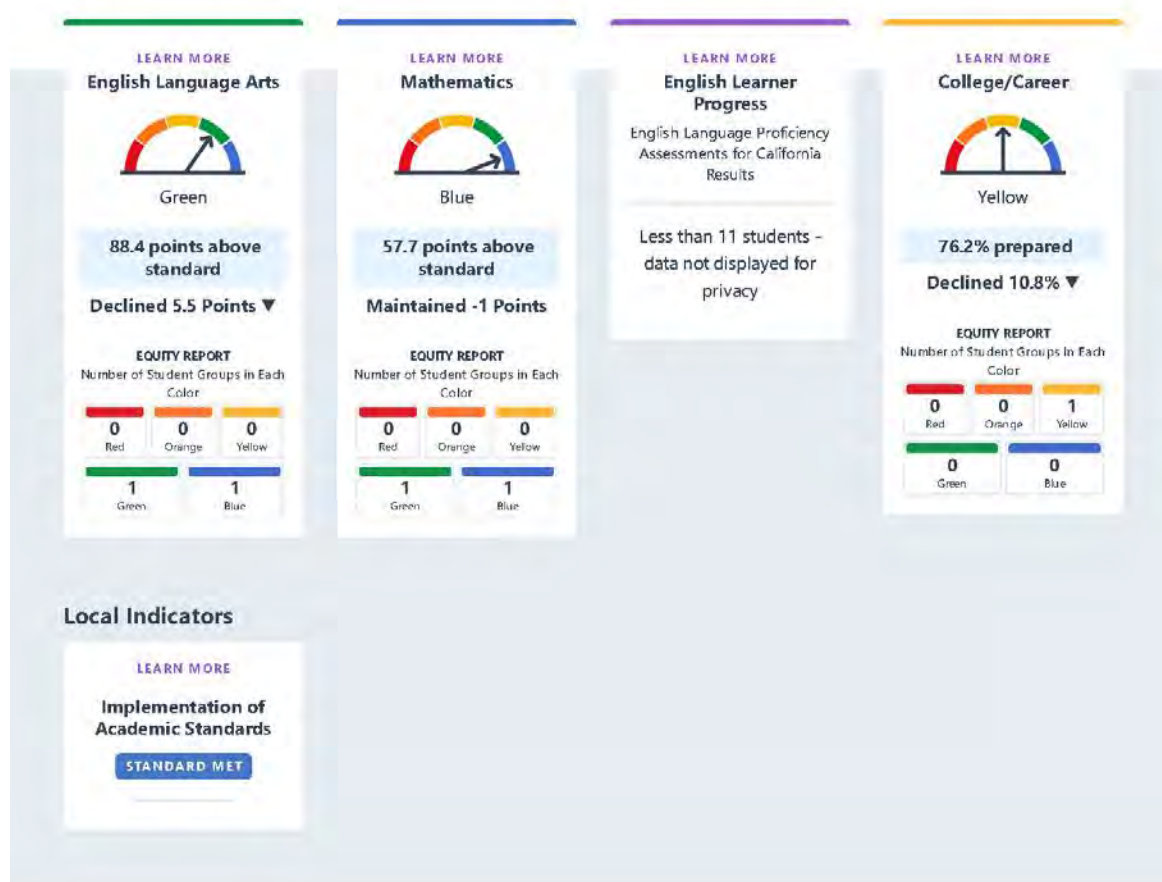
Explore information about this school's student population.



PACIFIC COLLEGIATE CHARTER

## Academic Performance

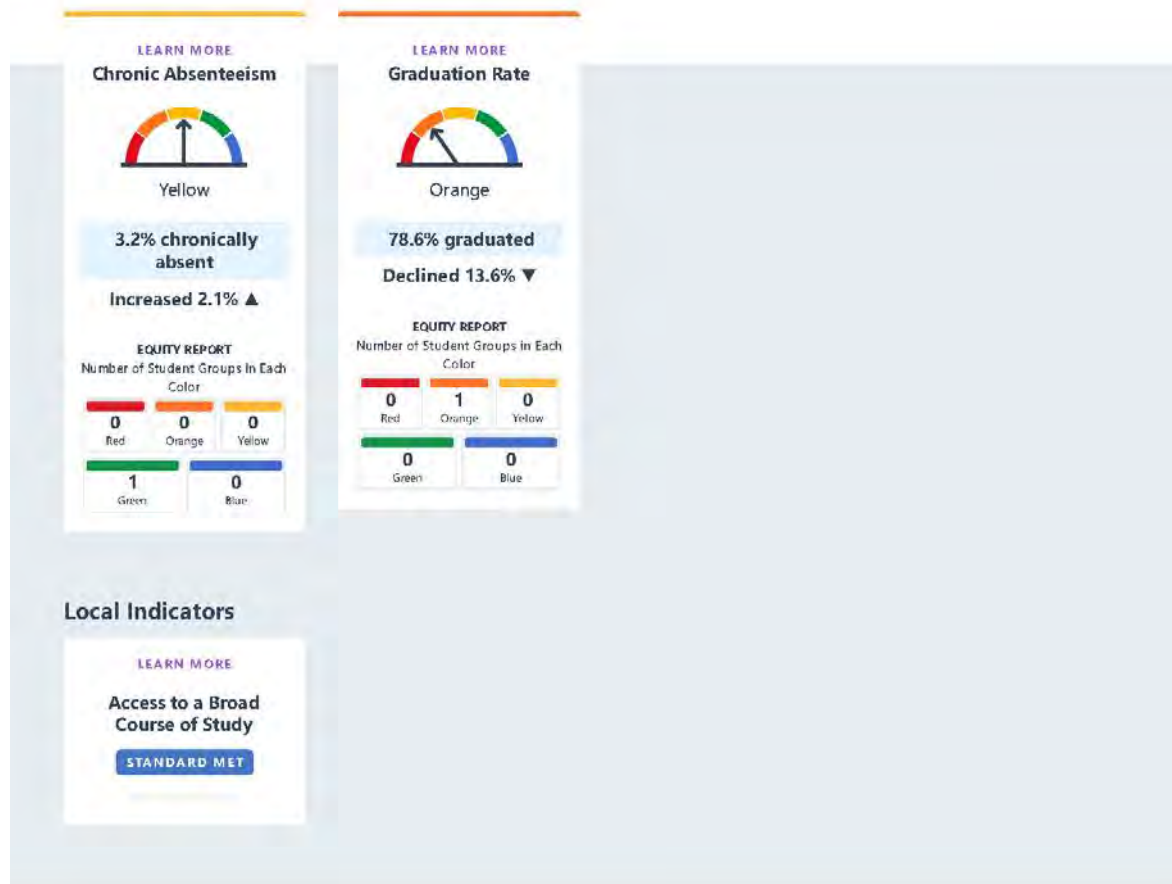
View Student Assessment Results and other aspects of school performance.



PACIFIC COLLEGIATE CHARTER

## Academic Engagement

See information that shows how well schools are engaging students in their learning.

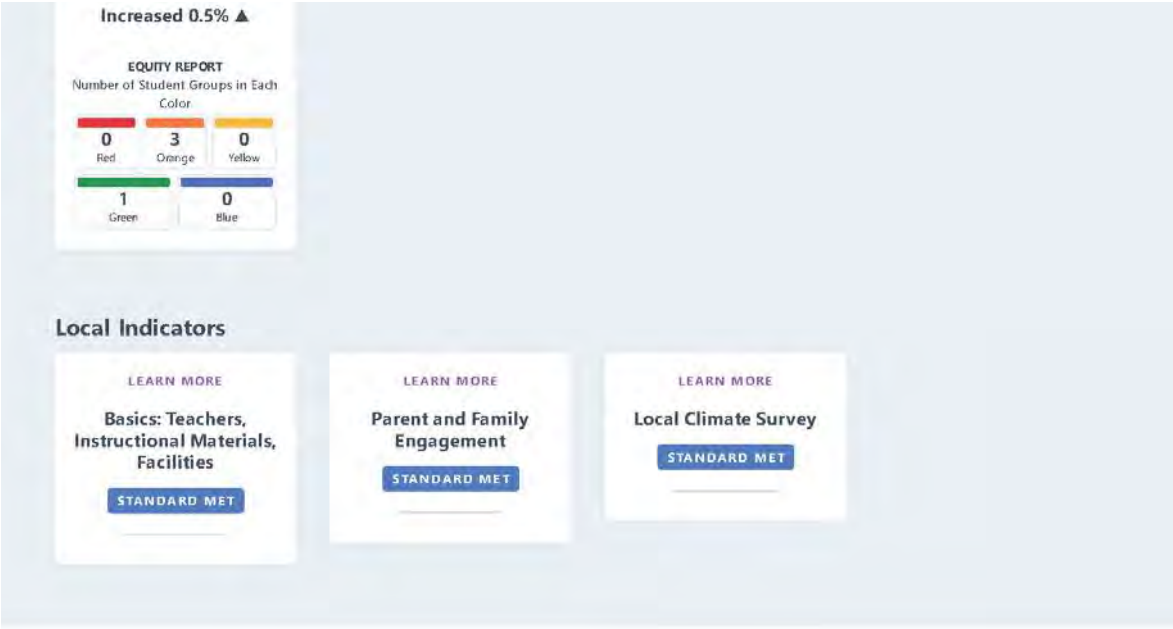


#### PACIFIC COLLEGIATE CHARTER

### Conditions & Climate

View data related to how well schools are providing a healthy, safe and welcoming environment.





## **APPENDIX C: MASTER SCHEDULE OF CLASSES**

Teacher	Period 1	Period 2	Period 3	Period 4	Period 5	Period 6
Alley		Graphic&Design, Rm 159	Video Production, Rm 159	Graphic&Design, Rm 159	Video Production, Rm 159	Graphic&Design, Rm 159
Levy	Dance/Adv Dance, Rm 214					
Calame	Music 1/Band, Rm 3	AP Music Theory, Rm 3		Music 3/Symph/Strings 2, Rm 3	Mus 3/Jazz, Rm 3	Music 2, Rm 3
Flood	AP US Hist, Rm 215	Current Events, Rm 215	AP US Hist, Rm 215	AP US Hist, Rm 215	AP US Hist, Rm 215	
Chapman	Science 7, Rm 221		Science 7, Rm 221	Science 7, Rm 260		Science 7, Rm 260
Chen			Chinese 4/AP, Rm 134	Chinese 3, Rm 134	Chinese 1, Rm 134	Chinese 2, Rm 134
Cohn		History 7, Rm 125	History 7, Rm 125	History 7, Rm 125	History 7, Rm 125	
Conley	Science 8, Rm 260	Science 8, Rm 260	Science 8, Rm 260		Science 8, Rm 260	
Cross			Pre-Algebra, Rm 127	Pre-Algebra, Rm 127	Pre-Algebra, Rm 127	Pre-Algebra, Rm 127
Daniels	Study Skills, Rm 231	Study Skills, Rm 231		Study Skills, Rm 231	Study Skills, Rm 231	
DeCaporale	Amer Lit Hr, Rm 213	English 10, Rm 213		English 10, Rm 213	English 10, Rm 213	English 10, Rm 213
Dennis		Directed Studies, Rm 160	Directed Studies, Rm 160	Directed Studies, Rm 160	Directed Studies, Rm 160	Directed Studies, Rm 160
Dunn	English 7, Rm 117		English 7, Rm 117		English 7, Rm 117	
Eskenazi		Algebra 1, Rm 117		AP Statistics, Rm 117		AP Statistics, Rm 117
Friend	World Hist. Med 9, Rm TBD	Ethics & Evil, Rm TBD				
Garrett	Pre-Calc & Trig, Rm 135	Pre-Calc & Trig, Rm 135		AP Calculus , Rm 135	Multivariable Calc, Rm 135	AP Calculus , Rm 135
Gorski		Perform. Arts, Rm 214 (Sem. 1)	Drama 2, Rm 214	Drama 3/Adv Drama, Rm 214	Drama 1, Rm 214	Drama 1, Rm 214
Hughes	Chorus Womens., Rm 227	Perform. Arts, Rm 227 (Sem. 2)	Chorus-Mixed, Rm 227			
Hunt	Adv. Topics, Rm 125		Rhetoric & Oratory, Rm 132		Rhetoric & Oratory, Rm 132	
Hutchison	AP Spanish, Rm 133	Spanish 1, Rm 133	AP Spanish, Rm 133	Spanish 1, Rm 133		Spanish 1, Rm 133
J. Kelly	AP World Hist. Rm 123		History 9, Rm 123	AP US Hist, Rm 123	History 9, Rm 123	History 9, Rm 123
M. Kelly	Latin 1, Rm 114	AP Latin, Rm 114	History 8, Rm 114	Latin 2, Rm 114	History 8, Rm 114	Latin 3, Rm 114
Klein		English 9, Rm 115		English 9, Rm 116		
Koens	Geometry, Rm 121	Geometry, Rm 121		Algebra 2, Rm 121	Geometry, Rm 121	Geometry, Rm 121
Lai	AP Computer Sc, Rm 116	Algebra 2, Rm 116	AP Computer Sc, Rm 116		Algebra 2, Rm 116	Algebra 2, Rm 116
Leake	Art 1, Rm 155	Art 3, Rm 155	Art 1, Rm 155	StudioArt/AP Studio, Rm 155	Art 2, Rm 155	
Marentette	Concept. Phy., Rm 225		AP Physics 1/C, Rm 225	Pre-Calculus, Rm 225	AP Physics 1/C, Rm 225	Pre-Calculus, Rm 225
Marshall	AP French, Rm 119	French 1, Rm 119	French 2, Rm 119	French 3, Rm 119		
McGann	Adv Comp Science, Rm 159					
Messoloras						Art 1, Rm 155
Michael		Concept. Phy., Rm 221		Concept. Phy., Rm 221	Concept. Phy., Rm 221	Concept. Phy., Rm 221
Perera	AP Eng. Lit., Rm 132	AP Eng. Lit., Rm 132		AP Eng. Lit., Rm 132		AP Eng. Lit., Rm 132
Rall	Spanish 2, Rm 134					
Roth	English 9, Rm 233	AP Eng. Lang., Rm 233	English 9, Rm 233		AP Eng Lang, Rm 233	AP Eng. Lang, Rm 233
Ruckle		AP World, Rm 235	AP World, Rm 235	History 8, Rm 235	Constitution/AP Gov't, Rm 235	History 8, Rm 235
Sauceda		Spanish 2, Rm 131	Spanish 3, Rm 131	Spanish 2, Rm 131	Spanish 3, Rm 131	
Silva	English 8, Rm 211	English 8, Rm 211	English 8, Rm 211	English 8, Rm 211		English 7, Rm 211
Summerrill	Algebra 1, Rm 115		Intro to Engineer., Rm 231	Algebra 1, Rm 115	Algebra 1, Rm 115	Algebra 1, Rm 115
Walters	AP Environmental, Rm 255		AP Biology, Rm 255	AP Biology, Rm 255	AP Biology, Rm 255	AP Biology, Rm 255
Winter	Chemistry, Rm 251	AP Chemistry, Rm 251	Chemistry, Rm 251		Chemistry, Rm 251	Chemistry, Rm 251



## **APPENDIX D: BELL SCHEDULE AND INSTRUCTIONAL MINUTES**

# Pacific Collegiate School Schedule

Monday	Tuesday	Wednesday	Thursday	Friday
Period 1 8:15 – 9:12	Period 1 8:15 – 10:00	Period 2 8:15 – 10:00	Period 1 8:15 – 10:00	
Period 2 9:17 – 10:17				Period 2 9:00 – 10:45
Break 10:17 – 10:27	Seminar 10:05 – 10:45	Tutorial 10:05 – 10:45	Tutorial 10:05 – 10:45	
Period 3 10:32 – 11:29	Break 10:45 – 10:55	Break 10:45 – 10:55	Break 10:45 – 10:55	Break 10:45 – 10:55
Period 4 11:34 – 12:31	Period 3 11:00 – 12:45	Period 4 11:00 – 12:45	Period 3 11:00 – 12:45	Period 4 11:00 – 12:45
Lunch 12:31 – 1:11	Lunch 12:45 – 1:25	Lunch 12:45 – 1:25	Lunch 12:45 – 1:25	Lunch 12:45 – 1:25
Period 5 1:16 – 2:13	Period 5 1:30 – 3:15	Period 6 1:30 – 3:15	Period 5 1:30 – 3:15	Period 6 1:30 – 3:15
Period 6 2:18 – 3:15				

	Grades	Grades
Year: 2019-20	4-8	9-12
<b>Required Minutes</b>	<b>54,000</b>	<b>64,800</b>
<b>Non-Block Days</b>		
<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
<b>Block Days</b>		
<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
<b>Fridays</b>		
<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
<b>Finals Days</b>		
<i>Total Daily Minutes</i>		
Daily Start Time	8:15	8:15
Daily End Time	13:50	13:50
Subtotal Minutes	335	335
<i>Non-Instructional Minutes</i>		
Break		
Lunch	25	25
Subtotal Non-Instructional Minutes	25	25
Total Minutes Per Finals Day	310	310
Final Days Per Year	6	6

Subtotal Annual Minutes on Final Days	1,860	1,860
Last Day		
Total Daily Minutes		
Daily Start Time	9:00	9:00
Daily End Time	11:00	11:00
Subtotal Minutes	120	120
<i>Non-Instructional Minutes</i>		
Recess		
Lunch		
Subtotal Non-Instructional Minutes	0	0
Total Minutes Per Last Day	120	120
Last Day Per Year	1	1
Subtotal Annual Minutes on Last Day	120	120
Total Annual Instructional Minutes	65,155	65,155
<b>Amount Above (Below) Minimum</b>	<b>11,155</b>	<b>355.00</b>
© 2005-19 CSDC		

Total Number of Days	182	182
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## **APPENDIX E: ACADEMIC CALENDAR**

Pacific Collegiate School  
2019 - 2020

P (831)479-7785  
F (831)427-5254

Email—pcs@pcsed.org  
www.pacificcollegiate.com

Start & End of School In-Service Holiday Non Block Day GP Ends Finals

July (0)

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August (13)

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September (20)

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October (23)

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November (16)

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December (14)

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

86

January (18)

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February (19)

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

March (22)

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April (17)

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May (20)

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June (0)

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

96 (182 TOTAL)

## **APPENDIX F: STUDENT SUPPORT SYSTEMS AND FLOW CHART**

# Pacific Collegiate School

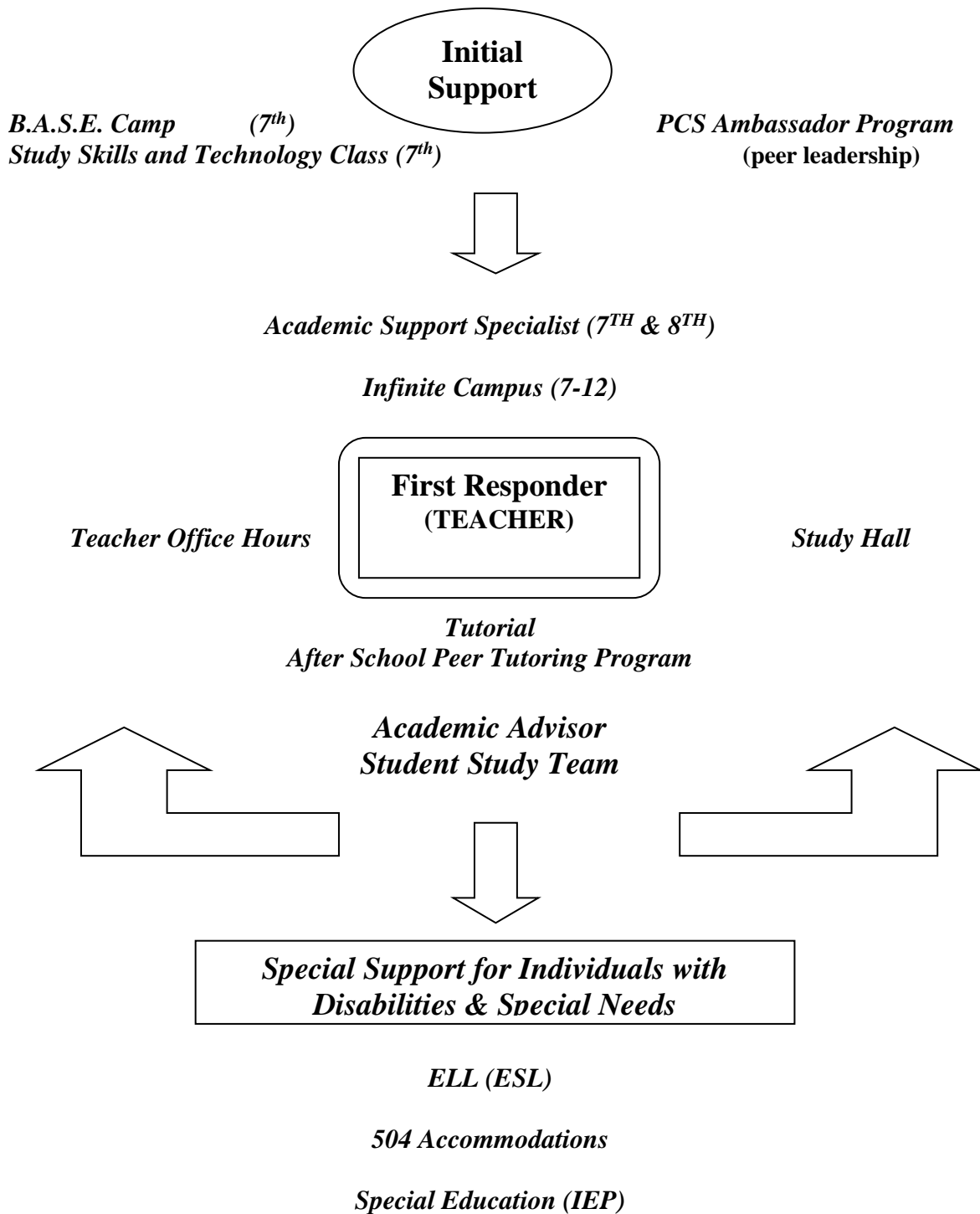
## Student Support Systems

*Revised: September 2019*

<b><u>Component</u></b>	<b><u>Why Needed?</u></b>	<b><u>What Does It Look Like?</u></b>	<b><u>Results</u></b>
<b>Counseling</b>	Academic and/or social needs, past counseling history, teacher and/or parent request.	Counseling - individual or group; academic support, mentoring.	Student success.
<b>Student Support Team</b>	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>B.A.S.E. Camp</b>	There is a need for support in academic study skills.	Incoming 7 <sup>th</sup> 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.
<b>Monthly Grade Level Meetings</b>	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
<b>SARB</b>	Students are truant	Review of attendance records, family situation, grades.	Phone calls, letters home, use of County Office SARB process
<b>Study Hall</b>	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
<b>Tutorial</b>	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.
<b>Peer Tutoring</b>	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..
<b>Organizational Support for All Students</b>	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.
<b>After-school Study Hall</b>	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
<b>504 Accommodations</b>	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
<b>Special Education Services</b>	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.
<b>English Language Learners</b>	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.
<b>Study Skills and Technology Class</b>	Students need support in developing study skills	Additional support throughout the full year in form of a 7 <sup>th</sup> grade regularly scheduled class	Continued academic support
<b>Academic Support Specialist</b>	Students need emotional and social support; organizational and planning skills	Individual meetings are held to Canvas, student planner, work on organization/ planning skills and emotional and social support is offered	Student success



## SUPPORT SERVICES AT PCS



## **APPENDIX G: ARTICLES OF INCORPORATION, BYLAWS, AND CONFLICT OF INTEREST CODE**

**State of California  
Secretary of State**

**CERTIFICATE OF STATUS**

**ENTITY NAME:**

PACIFIC COLLEGIATE SCHOOL

**FILE NUMBER:** C2072249  
**FORMATION DATE:** 05/21/1998  
**TYPE:** DOMESTIC NONPROFIT CORPORATION  
**JURISDICTION:** CALIFORNIA  
**STATUS:** ACTIVE (GOOD STANDING)

I, DEBRA BOWEN, Secretary of State of the State of California,  
hereby certify:

The records of this office indicate the entity is authorized to  
exercise all of its powers, rights and privileges in the State of  
California.

No information is available from this office regarding the financial  
condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate  
and affix the Great Seal of the State of  
California this day of September 03, 2010.

*Debra Bowen*

**DEBRA BOWEN**  
Secretary of State

2072249

ARTICLES OF INCORPORATION

of

PACIFIC COLLEGIATE SCHOOL

**FILED**  
in the office of the Secretary of State  
of the State of California

MAY 21 1998

*Bill Jones*  
BILL JONES, Secretary of State

I.

The name of the corporation is Pacific Collegiate School.

II.

This corporation is a nonprofit PUBLIC BENEFIT CORPORATION and is not organized for the private gain of any person. It is organized under the California Nonprofit Public Benefit Corporation Law for charitable purposes. The specific purpose for which this corporation is organized is to manage, operate, guide, direct and promote Pacific Collegiate School, and such other educational activities as the Board of Directors may define from time to time.

III.

The name and address of the corporation's initial agent for service of process is:

Catharine Gill  
111 John Street  
Santa Cruz, California 95060.

IV.

- A. The corporation is organized and operated exclusively for educational purposes within the meaning of Internal Revenue Code Section 501(c)(3).
- B. Notwithstanding any other provision of these Articles of Incorporation, the corporation shall not carry on any other activities not permitted to be carried on (1) by a corporation exempt from federal income tax under Internal Revenue Code Section 501(c)(3) or (2) by a corporation, the contributions to which are deductible under Internal Revenue Code Section 170(c)(2).
- C. No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the

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corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.

V.

The name and address of the person appointed to act as the initial director of this corporation is:


Gregory T. Powell, Esq.  
1309 Greenwood Avenue  
San Carlos, CA 94070.

VI.

The property of this corporation is irrevocably dedicated to educational purposes meeting the requirements of Section 214 of the California Revenue and Taxation Code, and no part of the net income or assets of the organization shall ever inure to the benefit of any director, trustee, officer or member thereof or to the benefit of any private person.

In the event of the dissolution of the corporation for any reason, any assets of the corporation remaining after compliance with applicable provisions of the California Corporation Code shall be distributed by the corporation to a nonprofit fund, foundation, or corporation which is organized and operated exclusively for educational purposes meeting the requirements of Section 214 of the California Revenue and Taxation Code, and which has established its tax-exempt status under Section 501(c)(3) of the Internal Revenue Code.

Dated: May 21, 1998

  
Gregory T. Powell, Esq., Director

I, the above mentioned incorporating director of this corporation, hereby declare that I am the person who executed the foregoing Articles of Incorporation, which execution is my act and deed.

  
Gregory T. Powell, Esq., Director

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# PACIFIC COLLEGIATE SCHOOL BYLAWS

Approved May 6, 2015  
Effective July 1, 2015

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## **ARTICLE I OFFICES**

### **Section 1.1 Principal Office**

The corporation's principal office shall be fixed and located at such place within Santa Cruz County, California as the Board of Directors ("Board" or "Board of Directors") shall determine. The Board is granted full power and authority to change the principal office from one location to another within the County of Santa Cruz, California.

### **Section 1.2 Change of Address**

The county of the corporation's principal office can be changed only by amendment of these Bylaws and not otherwise. The Board may, however, change the corporation's principal office from one location to another within the named county by noting the changed address and effective date below, and such changes shall not be deemed an amendment of these Bylaws; the Secretary shall note any change in principal office and effective date below:

New address:\_\_\_\_\_Effective Date:\_\_\_\_\_

New address:\_\_\_\_\_Effective Date:\_\_\_\_\_

### **Section 1.3 Other Offices**

The corporation may also have offices at such other places within the State of California as the Board may, from time to time, designate.

## **ARTICLE II PURPOSES**

### **Section 2.1 Specific and General Purpose**

The specific and general purposes of the corporation are described in its Articles of Incorporation.

## **ARTICLE III MEMBERSHIP**

### **Section 3.1 No Members**

The corporation shall have no members. The rights which would otherwise vest in the members shall vest in the Directors ("Directors") of the corporation called Pacific Collegiate School ("PCS"). Actions which would otherwise by law require approval by a majority of all members or approval by the members shall require only approval of the Board of Directors.

## **ARTICLE IV BOARD OF DIRECTORS**

### Section 4.1 General Powers

The Board of Directors shall conduct and direct the affairs of the corporation and exercise its powers, subject to the limitations of the California Corporations Code, the Articles of Incorporation, these Bylaws, and only those provisions of the California Education Code specifically regulating California Charter Schools. The Board may delegate the management of the activities of the corporation to others, so long as the affairs of the corporation are managed, and its powers are exercised, under the Board's ultimate jurisdiction. No assignment, referral or delegation of authority by the Board or anyone acting under such delegation shall preclude the Board from exercising full authority over the conduct of the corporation's activities, and the Board may rescind any such assignment, referral or delegation at any time.

### Section 4.2 Specific Powers

Without prejudice to its general powers, but subject to the same limitations set forth above, the Board shall have the following powers enumerated in these Bylaws, and permitted by law:

- A. To elect and remove Directors;
- B. To select and remove all of the Officers, agents and employees of the corporation; to prescribe powers and duties for them which are not inconsistent with the law, and to fix their compensation;
- C. To conduct, manage and control the affairs and activities of the corporation, and to make rules and regulations which are not inconsistent with the law, the corporation's Articles of Incorporation or these Bylaws, as it deems best;
- D. To assume any obligations, enter into any contracts or other instruments, and do any and all other things incidental or expedient to the attainment of any corporate purpose;
- E. To carry on a business at a profit and apply any profit that results from the business activity to any activity in which the corporation may lawfully engage;
- F. To act as Director under any trust incidental to the corporation's purposes, and to receive, hold, administer, exchange and expend funds and property subject to such a trust;
- G. To acquire real or personal property, by purchase, exchange, lease, gift, devise, bequest, or otherwise, and to hold, improve, lease, sublease, mortgage, transfer in trust, encumber, convey or otherwise dispose of such property;
- H. To borrow money and incur indebtedness for the purpose of the corporation, and to cause to be executed and delivered therefore, in the corporate name, promissory notes, bonds, debentures,

deeds of trust, mortgages, pledges, hypothecations and other evidences of debt and securities therefore;

I. To indemnify and maintain insurance on behalf of any of its Directors, Officers, employees or agents for liability asserted against or incurred by such person in such capacity or arising out of such person's status as such, subject to the provisions of the California Corporations Code and the limitations noted in these Bylaws;

J. To carry out such other duties as are described in the Charter; and

K. To conduct meetings of the PCS Board in accordance with the Brown Act.

#### Section 4.3 Number of Directors

The number of Directors of the corporation shall be not less than seven (7) nor more than seventeen (17). The Board shall fix the exact number of Directors, within these limits.

#### Section 4.4 Election of Directors

A. The Board shall elect all Directors, whether due to vacancy, completion of term of office, or otherwise, by the vote of a majority of the Directors then in office, whether or not the number of Directors in office is sufficient to constitute a quorum, or by the sole remaining Director.

B. The Vice President of the Board shall serve as the chair of an annual nominations committee, if needed. Nominations for open Director Positions shall be solicited from the parent community and may be extended to the wider community. A nominations committee will interview applicants for Director Positions and make a recommendation to the Board on Director Nominees. Directors may be selected for a variety of reasons including, but not limited to, the following:

- i) the specific set of skills the applicant brings to the Board;
- ii) the applicant's commitment to the PCS vision; and
- iii) the applicant's ability to commit his or her time to PCS Board activities.

C. The Board may, in its discretion, elect any person who it believes will serve the interests of the corporation faithfully and effectively. In addition to other candidates, the Board may consider the following nominees:

- i) A parent of an active PCS student who is designated by the parent club (hereinafter, "Parent Representative"); and
- ii) An alumna or alumnus of PCS (hereinafter, "Alumni Representative").

D. Any person being compensated by the corporation for services rendered to it within the previous twelve (12) months, whether as a full-time or part-time employee, independent contractor or otherwise, shall not be a member of the Board. The corporation's reasonable reimbursement of a person's actual and necessary expenses while conducting corporation

business shall not be deemed “compensation” for purposes of this provision.

E. The Board shall elect Directors at the Annual Meeting for that year, or at a Regular Meeting designated for that purpose, or at a Special Meeting called for that purpose. Cumulative voting for the election of Directors shall not be permitted. The candidates receiving the highest number of votes up to the number of Directors to be elected shall be elected. Each Director shall cast one vote for each Director to be elected. The vote or abstention of each Board member present shall be publicly reported.

#### Section 4.5 Advisors to the Board

A. The PCS Principal/Superintendent shall act as an advisor and staff to the Board and shall attend all Board meetings. The PCS Principal/Superintendent shall not be a Director and shall not vote.

B. A PCS teacher, selected by the PCS Faculty and Staff, shall act as an advisor to the Board and shall attend all Board meetings. The PCS teacher so selected shall not be a Director and shall not vote.

#### Section 4.6 Term of Office

A. The term of office for Directors shall be three years.

B. When Director Elected to Fill Vacancy. The term of office of a Director elected to fill a vacancy begins on the date of the Director’s election and continues:

- i) for the balance of the unexpired term in the case of a vacancy created because of the resignation, removal, or death of a Director; or
- ii) for the term specified by the Board in the case of a vacancy resulting from the increase in the number of Directors authorized.

C. When Number of Directors Reduced. A Director’s term of office shall not be shortened by any reduction in the number of Directors resulting from amendment of the Articles of Incorporation or these Bylaws, or other Board action without his or her consent.

D. Maximum Continuous Term. No Director, other than a Director serving as a corporate Officer, may serve for more than six (6) consecutive years.

E. No Extension by Amendment. A Director’s term of office shall not be extended beyond that term for which the Director was elected by amendment of the Articles of Incorporation or these Bylaws, or other Board action.

#### Section 4.7 Removal of Director by the Board

The Board may remove a Director with or without cause by vote of a majority of the Directors then in office.

#### Section 4.8 Resignation by Director

Any Director may resign by giving written notice to the Board, the President or the Secretary. The resignation is effective upon the giving of notice, or at any later date specified in the notice. If the resignation is effective at a future time, a successor may be selected before such time to take office when the resignation becomes effective. Subject to the provisions of Section 5226 of the California Corporations Code, no Director may resign if the Director's resignation would leave the corporation without a duly elected Director in charge of its affairs without first giving notice to the California Attorney General.

#### Section 4.9 Vacancies

A. A vacancy on the Board shall exist:

- i) upon the completion of term, death, loss of legal capacity, resignation or removal of any Director; and
- ii) when the number of authorized Directors is increased.

B. The Board may declare vacant the office of a Director who has been removed under Section 4.7.

C. A vacancy shall be filled in the same manner as provided in Section 4.4., except that if the number of Directors remaining falls below the number required for a quorum, Directors may be elected by a vote of a majority of the then remaining Directors at a regular or special meeting of the Board, or by a sole remaining Director.

#### Section 4.10 Compensation of Director

Directors shall serve without compensation. However, the Board may approve reasonable reimbursement of a Director's actual and necessary expenses while conducting corporation business.

#### Section 4.11 Executive Committee

The purpose of the Executive Committee is to make decisions needed to facilitate day to day operations of the school in order to prevent significant hardships which might occur if decisions are delayed until a full Board meeting.

A. Executive Committee membership includes all PCS Board of Director Officers: President; Vice President; Secretary; and Treasurer.

B. The Executive Committee will meet between regular Board meetings to make decisions in case of emergencies or special circumstances.

C. The Executive Committee will inform the full Board after it meets, following previously

established guidelines, and include the reason for meeting and agenda items discussed.

D. Decisions made by the Executive Committee will carry the same weight as a vote by the full Board.

## **ARTICLE V MEETINGS OF THE BOARD**

### Section 5.1 Place of Meetings

Board meetings shall be held at the corporation's principal office or at any other reasonably convenient place as the Board may designate from time to time. Any meeting, annual, regular or special, may be held by conference telephone or similar communications equipment, so long as:

- i) all Directors and the public participating in such meeting can hear each other;
- ii) a quorum of the Board participates from locations within the Board's jurisdiction;
- iii) all votes taken during a teleconference meeting are by roll call;
- iv) the agenda indicates that members of the public attending a meeting conducted via teleconference need not give their name when entering the conference call; and
- v) the meeting otherwise complies with the Brown Act.

### Section 5.2 Annual Meetings

An Annual Meeting shall be held in June of each year for the purpose of electing Directors, making and receiving reports on corporate affairs, and transacting other business as comes before the Board.

### Section 5.3 Regular Meetings

Regular Meetings shall be held at least monthly except for the month of July and notice shall be provided in accordance with the Brown Act.

### Section 5.4 Special Meetings

A. Special meetings of the Board for any purpose may be called at any time by the President of the Board, or by a majority of the Board of Directors, and such meetings shall be held at the place designated by the person or persons calling the meeting and in the absence of such designation, at the corporation's principal office.

B. Special meetings of the Board may be held after twenty-four (24) hours' notice and posting in accordance with the Brown Act.

C. Any such notice shall be addressed or delivered to each Director at the Director's email address as it is shown on the records of the corporation or as may have been given to the



corporation by the Director for purposes of notice.

#### Section 5.5 Adjournment

A majority of the Directors present at a meeting, whether or not a quorum, may adjourn the meeting to another time and place. Notice of such adjournment to another time or place shall be given prior to the time scheduled for the continuation of the meeting to Directors who were not present at the time of the adjournment, and to the public in accordance with the Brown Act.

#### Section 5.6 Director's Duty to Register Address

Directors shall have the duty to register their postal addresses with the Secretary of the corporation, and notices of meetings mailed to them at such addresses shall be valid notices thereof. Directors may also elect to register their electronic ("e-mail") addresses with the Secretary of the corporation and, if they so elect, notices of meetings sent by e-mail to them at such addresses shall be valid notices thereof.

#### Section 5.7 Contents of Notice

Notice of meetings shall specify the place, day, and hour of meeting, contain a brief general description of each item of business to be transacted or discussed at the meeting and any other information required by the Brown Act.

### **ARTICLE VI ACTIONS BY THE BOARD**

#### Section 6.1 Quorum

A quorum shall consist of a simple majority of the Directors then in office. When a meeting is adjourned for lack of a quorum, appropriate notice shall be given as provided in Section 5.5. The Directors present at a duly-called and held meeting at which a quorum is initially present may continue to do business notwithstanding the loss of a quorum at the meeting due to a withdrawal of Directors from the meeting, provided that any action thereafter taken must be approved by at least a majority of the required quorum for such meeting or such greater percentage as may be required by law, or the Articles of Incorporation or these Bylaws.

#### Section 6.2 Actions by the Board

Every act or decision done or made by a majority of the Directors present at a meeting duly held at which a quorum is present is the act of the Board, unless the Articles of Incorporation, these Bylaws or applicable provisions of the California Corporations Code, particularly those provisions relating to appointment of committees (Corporations Code Section 5212), approval of contracts or transactions in which a Director has a material financial interest (Corporations Code Section 5233) and indemnification of Directors (Corporations Code Section 5238(e)), require a greater percentage or different voting rules for approval of a matter by the Board.

### Section 6.3 Conduct of Meetings

In the event of absence of an Officer from the Board meeting, meetings of the Board shall be presided over in the following order of priority: President; Vice-President; Secretary; and Treasurer. In the absence of the previously-named officers, a Director chosen by a majority of the Directors present at the meeting shall preside over the meeting. The Secretary of the corporation shall act as secretary of all meetings of the Board, provided that, in his or her absence or need to preside over the meeting, another person chosen by a majority of the Directors present at the meeting shall act as Secretary of the meeting. Meetings shall be governed by Robert's Rules of Order, as such rules may be revised from time to time, insofar as such rules are not inconsistent with or in conflict with these Bylaws, the Articles of Incorporation of this corporation, the Brown Act or any other applicable provisions of law. In addition, during the course of a Board meeting, a member of the Board, or the Board itself, may provide a reference to staff or other resources for factual information, request staff to report back to the body at a subsequent meeting concerning any matter, or take action to direct staff to place a matter of business on a future agenda.

### Section 6.4 Standard of Care

A. Each Director shall perform all duties of a Director, including duties on any Board committee, in good faith, in a manner the Director believes to be in the corporation's best interest and with such care, including reasonable inquiry, as an ordinary prudent person in a like position would use under similar circumstances.

B. In performing the duties of a Director, a Director shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, presented or prepared by:

- i) One or more Officers or employees of the corporation whom the Director believes to be reliable and competent in the matters presented;
- ii) Legal counsel, independent accountants or other persons as to matters that the Director believes are within that person's professional or expert competence; or
- iii) A Board committee on which the Director does not serve, as to matters within its designated authority, provided the Director believes the committee merits confidence and the Director acts in good faith, after reasonable inquiry when the need is indicated by the circumstances, and without knowledge that would cause such reliance to be unwarranted.

C. In investing and dealing with all assets held by the corporation for investment, the Board shall exercise the standard of care described above and avoid speculation, looking instead to the permanent disposition of the funds, considering the probable income, as well as the probable safety of the corporation's capital. The Board may delegate its investment powers to others, provided that those powers are exercised within the ultimate direction of the Board. No investment violates this section where it conforms to provisions authorizing such investment



contained in an instrument or agreement pursuant to which the assets were contributed to the corporation.

#### Section 6.5 Participation in Discussions and Voting

Every Director has the right to participate in the discussion and vote on all issues before the Board or any Board committee, unless the discussion or vote on any matter involves:

- i) a self-dealing transaction;
- ii) a conflict of interest, as defined by law or in any PCS Conflict of Interest Policy;
- iii) indemnification of that Director; or
- iv) any other matter in which the law prohibits that Director's participation.

#### Section 6.6 Duty to Maintain Board Confidences

Every Director has a duty to maintain the confidentiality of all Board discussions held during a closed session. A Director shall not disclose confidential records. Any Director violating these duties may be removed from the Board.

### **ARTICLE VII OFFICERS**

#### Section 7.1 Officers

The Officers of the corporation consist of a President, Vice-President, Secretary and Treasurer. The corporation may also have such other Officers as the Board deems advisable.

##### **A. President.**

Subject to Board control, the President has general supervision, direction and control of the affairs of the Board of Directors, and such other powers and duties the Board may prescribe. If present, the President shall preside at Board meetings.

##### **B. Vice-President.**

In the event the President is absent or disabled, or in the event of his or her inability or refusal to act, the Vice-President shall perform all the duties of the President, and when so acting shall have all the powers of, and be subject to all the restrictions on, the President. The Vice-President shall have other powers and perform such other duties as may be prescribed by law, the Articles of Incorporation, or these Bylaws, or as may be prescribed by the Board.

##### **C. Secretary. The Secretary shall:**

- i) Certify, and keep, or cause to be kept, at the corporation's principal office, a copy of the corporation's Articles of Incorporation and Bylaws, as amended or

otherwise altered to date;

ii) Keep, or cause to be kept, at the corporation's principal office or at such other place as the Board may determine, a book of minutes of all meetings of the Board and Executive Committee, recording therein the time and place of the meeting, whether it was regular or special, how called, how notice was given, the names of those present or represented at the meeting, and the proceedings thereof and the vote or abstention of each Board member present for each action taken;

iii) See that all notices are duly given in accordance with the provisions of these Bylaws or as required by law;

iv) Be custodian of records and of the seal of the corporation, if any, and see that the seal is affixed to all duly executed documents, the execution of which on behalf of the corporation under its seal is authorized by law and these Bylaws;

v) Exhibit at all reasonable times to any Director of the corporation, or to his or her agent or attorney, on request therefore, the Bylaws and the minutes of the proceedings of the Directors of the corporation; and

vi) In general, perform all duties incident to the office of Secretary and such other duties as may be required by law, the Articles of Incorporation of this corporation, or these Bylaws, or which may be assigned to him or her from time to time by the Board.

#### D. Treasurer.

Subject to the provisions of these Bylaws relating to the "Execution of Instruments, Deposits and Funds," the Treasurer shall:

i) Have charge and custody of, and be responsible for, all funds and securities of the corporation, and deposit all such funds in the name of the corporation in such banks, trust companies, or other depositories as shall be selected by the Board;

ii) Receive, and give receipt for, monies due and payable to the corporation from any source whatsoever;

iii) Disburse, or cause to be disbursed, the funds of the corporation as may be directed by the Board, taking proper vouchers for such disbursements;

iv) Keep and maintain adequate and correct accounts of the corporation's properties and business transactions, including accounts of its assets, liabilities, receipts, disbursements gains and losses;

v) Exhibit at all reasonable times the books of account and financial records to any Director of the corporation or to his or her agent or attorney, on request therefore;

vi) Render to the President, Directors and PCS Principal, whenever requested, an account of any or all of his or her transactions as Treasurer and of the financial condition of the corporation;

vii) Prepare, or cause to be prepared, and certify, or cause to be certified, the financial statements to be included in any required reports; and

viii) In general, perform all duties incident to the office of Treasurer and such other duties as may be required by law, the Articles of Incorporation, or these Bylaws, or which may be assigned to him or her from time to time by the Board.

#### Section 7.2 Officer Election, Eligibility and Term of Office

##### A. Election.

The Board shall elect the Officers annually at the Annual Meeting or a Regular Meeting designated for that purpose or at a Special Meeting called for that purpose, except that Officers elected to fill vacancies shall be elected as vacancies occur.

##### B. Eligibility.

Any Director may serve as an Officer of this corporation. In the event of a vacancy in more than one office, a remaining Officer may hold more than one office except that neither the Secretary nor the Treasurer may serve as the President.

##### C. Term of Office.

Each Officer serves at the pleasure of the Board, holding office until resignation, removal or disqualification from service, or until his or her successor is elected, whichever occurs first.

#### Section 7.3 Removal and Resignation of Officers

The Board may remove any Officer, with or without cause, at any time. Any Officer may resign at any time by giving written notice to the Board, the President or the Secretary of the corporation. The resignation shall take effect on receipt of the notice or at a later date specified in the notice, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The provisions of this Section shall be superseded by any conflicting terms of a contract which has been approved or ratified by the Board relating to the employment of any Officers of the corporation.

#### Section 7.4 Officer Vacancies

Any vacancy caused by the death, loss of legal capacity, resignation, removal, disqualification, or otherwise, of any Officers shall be filled by the Board. In the event of a vacancy in any office other than that of President, such vacancy may be filled temporarily by appointment by the President until such time as the Board shall fill the vacancy.

#### Section 7.5 Officer Compensation

The salaries of the Officers, if any, shall be fixed from time to time by resolution of the Board, and no Officers shall be prevented from receiving such salary by reason of the fact that he or she is also a Director of the corporation, provided, however, that such compensation paid a Director serving as an Officer of this corporation shall only be allowed if not inconsistent with his or her fiduciary duties to the corporation. In all cases, any salaries received by Officers of this corporation shall be reasonable and given in return for services actually rendered for the corporation which relate to the performance of the charitable or public purposes of this corporation.

### **ARTICLE VIII COMMITTEES**

#### Section 8.1 Committees

##### **A. Standing Committees**

The Board may create one or more standing committees to serve at the pleasure of the Board. Standing Committees shall be chaired by a Director selected by the President of the Board. The Committee Chair shall have the authority to nominate members of the Committee for Board approval. Except for the Executive Committee, non-Board members may be appointed to Standing Committees. Standing Committees shall have all of the authority of the Board to the extent delegated by the Board. However, no Standing Committee may:

- i) fill vacancies on the Board;
- ii) amend or repeal any resolution of the Board;
- iii) approve any self-dealing transaction; or
- iv) approve any action for which the California Corporations Code requires the approval of the Board.

The Board by majority vote may, at any time, modify or revoke any or all of the authority delegated to a Standing Committee.

##### **B. Executive Committee**

The Executive Committee is a standing committee of the Board whose membership shall consist solely of the then current officers of the Board. The Executive Committee shall keep regular minutes of its proceedings, cause them to be filed with the corporate records, and report the same to the Board.

##### **C. Advisory Committees**

The President of the Board, subject to the limitations imposed by the Board, or the Board, may create other committees to serve the Board that do not have the powers of the Board. These

committees shall be chaired by a Director selected by the President of the Board. The committee chair shall have the authority to nominate members of the committee for Board approval. Committees established pursuant to this section may consist of persons who are not members of the Board. These committees shall act in an advisory capacity only and shall be titled "advisory committees".

## **ARTICLE IX**

### **INDEMNIFICATION OF CORPORATE AGENTS**

#### Section 9.1 Definitions

For the purpose of this Article, "agent" means any person who is or was a Director, Officer, employee or other agent of this corporation. "Proceeding" means any threatened, pending or completed action or proceeding, whether civil, criminal, administrative or investigative. "Expenses" includes, without limitation, attorney's fees and any expenses of establishing a right to indemnification under Section 9.2 C or 9.2 D ii of these Bylaws.

#### Section 9.2 Indemnification of Agents

A. This corporation may indemnify any person who was or is a party, or is threatened to be made a party, to any proceeding (other than an action by or in the right of this corporation to procure a judgment in its favor, an action brought under Section 5233 of the California Corporations Code, or an action brought by the Attorney General of California or a person granted relator status by the Attorney General of California for any breach of duty relating to assets held in charitable trust) by reason of the fact that such person is or was an agent of this corporation, against expenses, judgment, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of this corporation and, in the case of a criminal proceeding, such person had no reasonable cause to believe his or her conduct was unlawful. The termination of any proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in the best interests of this corporation, nor that the person had reasonable cause to believe that the person's conduct was unlawful.

B. This corporation may indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action by or in the right of this corporation, or brought under Section 5233 of the California Corporations Code, or brought by the Attorney General of California or a person granted relator status by the Attorney General of California for breach of duty relating to assets held in charitable trust, to procure a judgment in its favor by reason of the fact that such person is or was an agent of this corporation, against expenses actually and reasonably incurred by such person in connection with the defense or settlement of such action if such person acted in good faith, in a manner such person believed to



be in the best interests of this corporation and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. No indemnification shall be made under this Section 9.2.B:

- i) In respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to this corporation in the performance of such person's duty to this corporation, unless and only to the extent that the court in which such proceeding is or was pending shall determine upon application that, in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for the expenses which such court shall determine;
- ii) Of amounts paid in settling or otherwise disposing of a threatened or pending action, with or without court approval; or
- iii) Of expenses incurred in defending a threatened or pending action which is settled or otherwise disposed of without court approval unless it is settled with the approval of the Attorney General of California.

C. To the extent that an agent of this corporation has been successful on the merits in defense of any proceeding referred to in this Section 9.2 A or B or in defense of any claim, issue or matter therein, the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection therewith.

D. Except as provided in this Section 9.2 C, any indemnification under Section 9.2 shall be made by this corporation only if authorized in the specific case, upon a determination that indemnification of the agent is proper in the circumstances because the agent has met the applicable standard of conduct set forth in this Section 9.2 A or B by:

- i) A majority vote of a quorum consisting of Directors who are not parties to such proceeding; or
- ii) The court in which such proceeding is or was pending, upon application made by this corporation or the agent or the attorney or other person rendering services in connection with the defense whether or not such application by the agent, attorney or other person is opposed by this corporation.

E. Expenses incurred in defending any proceeding may be advanced by this corporation prior to the final disposition of such proceeding upon receipt of an undertaking by or on behalf of the agent to repay such amount unless it shall be determined ultimately that the agent is entitled to be indemnified as authorized by this Section 9.2.

F. No provision made by this corporation to indemnify its or its subsidiary's Directors or Officers for the defense of any proceeding, whether contained in the Articles of Incorporation, these Bylaws, a resolution of the Directors, an agreement or otherwise, shall be valid unless consistent with this Section 9.2. Nothing contained in this Section 9.2 shall affect any right to

indemnification to which persons other than such Directors and Officers may be entitled by contract or otherwise.

G. No indemnification or advance shall be made under this Section 9.2, except as provided in Section 9.2 C or Section 9.2 D ii hereof, in any circumstances where it appears:

- i) That it would be inconsistent with a provision of the Articles of Incorporation, these Bylaws or an agreement in effect at the time of accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or
- ii) That it would be inconsistent with any condition expressly imposed by a court in approving a settlement.

#### Section 9.3 Non-applicability to Fiduciaries of Employee Benefit Plans

This Article 9 does not apply to any proceeding against any Director, investment manager or other fiduciary of an employee benefit plan in such person's capacity as such, even though such person may also be an agent, as defined in Section 9.1, of the employer corporation. The corporation shall only have the power to indemnify such Director, investment manager or other fiduciary to the extent permitted by Section 207(f) of the California Corporations Code.

### **ARTICLE X INSURANCE FOR CORPORATE AGENTS**

#### Section 10.1 Insurance for Corporate Agents

The Board may authorize the purchase and maintenance of insurance on behalf of any agent of the corporation (including a Director, Officer, employee or other agent of the corporation), against any liability other than for violating provisions of law relating to self-dealing (Section 5233 of the California Corporations Code) asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not the corporation would have the power to indemnify the agent against such liability under the provisions of Section 5238 of the California Corporations Code.

### **ARTICLE XI CONTRACTS WITH DIRECTORS**

#### Section 11.1 Contracts with Directors

The Corporation shall not enter into a contract or transaction in which a Director directly or indirectly has a material financial interest (nor any other corporation, firm, association, or other entity in which one or more of the corporation's Directors are directors and have a material financial interest).

### **ARTICLE XII**

## **EXECUTION OF INSTRUMENTS, DEPOSITS AND FUNDS**

### **Section 12.1 Execution of Instruments**

Except as otherwise provided in these Bylaws, the Board may authorize any Officers or agent of the corporation to enter into any contract or execute and deliver any instrument in the name of or on behalf of the corporation. Such authority may be general or confined to specific instances. Unless so authorized, no Officers, agent or employee shall have any power to bind the corporation by any contract or engagement, to pledge the corporation's credit, or to render it liable monetarily for any purpose or any amount.

### **Section 12.2 Checks and Notes**

Except as otherwise specifically provided by action of the Board recorded in the official minutes, or as otherwise required by law, checks, drafts, Promissory notes, orders for the payment of money and other evidence of indebtedness of the corporation may be signed by the President, Vice-President, Treasurer or Secretary. Any such indebtedness in the amount of \$5,000.00 (five thousand dollars) or more, or in such other amount as may be established by action of the Board, requires two signatures, one of which must be the Treasurer's.

### **Section 12.3 Deposits**

All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies, or other depositories as the Board may select.

### **Section 12.4 Gifts**

The Board may accept on behalf of the corporation any contribution, gift, bequest, or devise for the charitable or public purposes of this corporation.

## **ARTICLE XIII CORPORATE RECORDS and REPORTS**

### **Section 13.1 Maintenance of Corporate Records**

The corporation shall keep at its principal office in the State of California:

- A. Minutes of all meetings of Directors and committees of the Board, indicating the time and place of holding such meetings, whether regular or special, how called, the notice given, and the names of those present and the proceedings thereof;
- B. Adequate and correct books and records of accounts, including accounts of its properties and business transactions and accounts of its assets, liabilities, receipts, disbursements, gains and losses; and
- C. A copy of the corporation's Articles of Incorporation and Bylaws as amended to date.



#### Section 13.2 Rights of Inspection

Every Director shall have the right at any reasonable time to inspect and copy all books, records and documents of every kind and to inspect the physical properties of the corporation. This right to inspect may be circumscribed in instances where the right to inspect conflicts with California or federal law (e.g., restrictions on the release of educational records under FERPA) pertaining to access to books, records, and documents.

#### Section 13.3 Right to Copy and Make Extracts

Any inspection under the provisions of this Article may be made in person or by agent or attorney and the right to inspection includes the right to copy and make extracts.

#### Section 13.4 Annual Report

The Board shall cause an annual report to be furnished not later than one hundred and twenty (120) days after the close of the corporation's fiscal year to all Directors of the corporation which shall contain the following information in appropriate detail:

- A. The assets and liabilities, including the trust funds, of the corporation as of the end of the fiscal year;
- B. The principal changes in assets and liabilities, including trust funds, during the fiscal year;
- C. The revenue or receipts of the corporation, both unrestricted and restricted to particular purposes, for the fiscal year; and
- D. The expenses or disbursements of the corporation, for both general and restricted purposes, during the fiscal year.

The annual report shall be accompanied by any report thereon of independent accountants, or, if there is no such report, the certificate of an authorized Officer of the corporation that such statements were prepared without audit from the books and records of the corporation.

#### Section 13.5 Contracts with Designated Employees

The Corporation shall not enter into a contract or transaction in which a designated employee (e.g., Officers or other key decision-making employees) directly or indirectly has a material financial interest unless all of the requirements in the PCS Conflict of Interest Code have been fulfilled. The Board may adopt conflict of interest policies requiring:

- A. Regular annual statements from Directors, Officers, and key employees to disclose existing and potential conflicts of interest; and,

B. Corrective and disciplinary actions with respect to transgressions of such policies. For the purpose of this Section 13.5, a person shall be deemed to have an "interest" in a contract or other transaction if he or she is the party (or one of the parties) contracting or dealing with the corporation, or is a director, or officer of, or has a significant financial or influential interest in, the entity contracting or dealing with the corporation.

#### **ARTICLE XIV FISCAL YEAR**

##### Section 14.1 Fiscal Year

The fiscal year of the corporation shall begin on July 1 of each year and shall end on June 30th of the following year.

#### **ARTICLE XV OTHER PROVISIONS**

##### Section 15.1 Validity of Instrument

Subject to the provisions of applicable law, any note, mortgage, evidence of indebtedness, contract, conveyance or other written instrument and any assignment or endorsement thereof executed or entered into between the corporation and any other person, shall be valid and binding on the corporation when signed by the President of the Board or Vice-President or Secretary or Treasurer of the corporation, unless the other person has actual knowledge that the signing Officers had no authority to execute the same. Any such instruments may be signed by any other person(s) and in such manner as from time to time shall be determined by the Board and, unless so authorized by the Board, no Officer, agent or employee shall have any power or authority to bind the corporation by any contract or engagement, to pledge its credit, or to render it liable for any purpose or amount.

##### Section 15.2 Construction and Definitions

Unless the context otherwise requires, the general provisions, rules of construction, and definitions contained in the California Corporations Code shall govern the construction of these Bylaws. Without limiting the generality of the foregoing, words in these Bylaws shall be read as the masculine or feminine gender, and as the singular or plural, as the context requires, and the word "person" includes both a corporation and a natural person. The captions and headings in these Bylaws are for convenience of reference only and are not intended to limit or define the scope or effect of any provisions.

##### Section 15.3 Interpretation of Charter

Whenever any provision of these Bylaws is in conflict with the provisions of the Charter, the provisions of the Charter control.

## **ARTICLE XVI AMENDMENT**

### Section 16.1 Amendments to these Bylaws

Only a majority of the Directors at a duly noticed meeting of the Board of Directors may amend or repeal these Bylaws or adopt new Bylaws.

## **ARTICLE XVII SHARING CORPORATE PROFITS AND ASSETS PROHIBITED**

### Section 17.1 Sharing Corporate Profits

No Director, Officer, employee, or other person connected with this corporation, or any private individual, shall receive at any time any of the net earnings or pecuniary profit from the operations of the corporation, provided, however, that this provision shall not prevent payment to any such person of reasonable compensation for services performed for the corporation in effecting any of its public or charitable purposes, provided that such compensation is otherwise permitted by these Bylaws and is fixed by resolution of the Board; and no such person or persons shall be entitled to share in the distribution of, and shall not receive, any of the corporate assets on dissolution of the corporation.

## **CERTIFICATE**

This is to certify that the foregoing is a true and correct copy of the Bylaws of the corporation named in the title thereto and that such Bylaws were duly adopted by the Board of Directors of said corporation at their May 6th, 2015 Board meeting.

Pete Rode, Board President, \_\_\_\_\_

Connie Smith, Board Secretary, \_\_\_\_\_

**PACIFIC COLLEGIATE SCHOOL**  
**CONFLICT OF INTEREST POLICY**

In addition to the Conflict of Interest provisions of Section 13.5 of the Pacific Collegiate School ("PCS") Bylaws and Article III, Section M, of the PCS Employee Handbook regarding conflicts of interest, these conflict of interest requirements shall apply to all PCS employees and Board members.

**I. CODE OF CONDUCT**

PCS expects its Directors and employees to exercise good judgment and to follow high ethical standards in conducting PCS affairs. The Directors and employees of PCS shall, in serving PCS, act not in their personal interests or in the interests of others, but rather solely in the interests of PCS. Directors and employees may not use their official positions, or any inside information they have about PCS, without authorization and in a manner that provides a personal or pecuniary benefit to themselves or their relatives (including their spouses, domestic partners, parents, children, stepchildren, grandchildren or siblings; each, a "Related Person"). Inside information is information obtained through the Director's or employee's position that has not become public information. A PCS officer or employee shall not engage in any employment, activity or enterprise, which is inconsistent, incompatible, in conflict with or inimical to his or her duties, functions or responsibilities as a PCS officer or employee.

**II. POLICY REGARDING NEPOTISM**

No supervisor, officer or Board member shall show favoritism to a Related Person with respect to any benefits or opportunities afforded by PCS on the basis of that familial relationship.

No Related Person to the Principal or any Board member may be hired in a paid capacity at PCS. No Related Person to a manager or supervisor may be assigned to a position which is in a direct reporting relationship to or within the supervisory line of authority of such manager or supervisor.

**III. CONFLICT OF INTEREST CODE – POLITICAL REFORM ACT OF 1974**

**A. ADOPTION**

In compliance with the Political Reform Act of 1974, California Government Code Section 87100, et seq., PCS hereby adopts this Conflict of Interest Code ("Code"), which shall apply to all governing board members and all other designated employees of PCS, as specifically required by California Government Code Section 87300.

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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




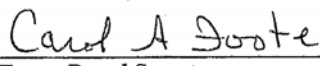
his/her immediate supervisor. The supervisor shall immediately reassign the matter to another employee and shall forward the disclosure notice to the PCS Principal, who shall record the employee's disqualification. The interested employee shall not participate in any way in the decision on the matter. 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

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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: 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](http://www.pacificcollegiate.com).

#### Responsibilities

*The Head of School is in charge of the management of all aspects of the school, including the following which will be incorporated and aligned to the Head of School annual evaluation process (incorporating by reference further details within the Head of School Evaluation Rubric):*

- Learning & Teaching:
  - Maintaining the school's highly rigorous academic program and serving as the "Educator in Chief" by working with teachers to set instructional goals and priorities (and metrics for their measurement based on student outcomes) geared towards a vision of academic and non-academic achievement for all students to be prepared for college and community
  - In concert with other stakeholders, develop the vision for the academic program as reflected in the school's mission - highlighting all core subjects including the arts, electives, and other related activities - and work closely with the Board of Directors to

formalize this vision and ensure it has adequate resources and support to run its program effectively;

- Implements curricula aligned to state or national college-readiness standards for all students and supports faculty to implement effective instructional strategies to meet student learning goals
- Building student support systems that provide adequate services to meet students' academic and social emotional needs and those related to school safety, including developing and staffing these functions appropriately and measuring results to ensure their effectiveness

- Shared Vision, School Culture & Family Engagement:

- Developing and maintaining strong relationships with all school stakeholders (students, faculty/staff, parents, board members), including but not limited to ensuring open lines of communication at all times and addressing issues and concerns in a timely and constructive manner as well as engaging stakeholders in the collaborative development of a vision for high student achievement and effective adult practices within the school community to achieve that vision
- Execute on all aspects of PCS' diversity plans including leading the community in courageous conversations regarding equity and diversity as well as cultivating positive school culture and climate while building and maintaining a strong sense of community and volunteerism among staff, parents and students

- Strategic Plan & Systems:

- Leads the school community through a strategic planning process resulting in a multi-year vision with strong stakeholder engagement to inform the plan, as well as aligning all key strategic documents (LCAP, Charter Renewal, etc. with longer term goals)
- Implements strategic plans with clear, aligned annual school goals as well as monitors progress towards goals and shares with stakeholders
- Effectively and successfully manages charter renewal process in addition to compliance with all COE, state and other local requirements and regulations

- Talent Management:

- Recruits, selects and retains effective teachers
- Overseeing the front and back office staff to ensure that all operations issues, including finance, facilities, human resources, student record-keeping, and compliance, are managed efficiently and professionally
- Implements effective performance management for all staff and faculty, including ensuring that all teachers and staff have:

- clear lines of communication to and from the administrative team, that everyone understands who their supervisor is
  - receive regular feedback, support, and evaluation of their progress and areas for development
  - experience a rigorous evaluation process tied to the standards of excellence for the school
  - are led by a highly effective leadership team
- Personal Leadership and Growth
    - Implements communication plans and effectively communicates with multiple stakeholders to manage and adapt to change and provide inclusive and transparent communications for the community
    - Build the capacity of staff and faculty to maintain a solutions-oriented approach with all students and their well-being and success at the center

### Compensation and Benefits

Pacific Collegiate School offers a competitive compensation and benefits package with a salary range of \$140-170k annually.

## **Job Title: Pacific Collegiate School: Vice Principal/Dean of Students**

### **General Summary**

Under the direction of the Head of School, the Vice Principal/Dean of Students will be responsible for the oversight of all student related functions of the school: schedules, discipline, attendance interventions, 504 and support services. Additionally, this position oversees the master schedule, coordinates testing and maintains student achievement and data stream.

### **General Responsibilities:**

- Oversees all aspects of student functions for PCS.
- Maintain regular communication and advises Head of School in all areas of responsibility.
- Assists in the implementation of school goals and program development activities as related to school operations.

### **Direct Reports**

- Registrar
- Academic Support
- Study Hall
- Receptionist and Attendance Specialist

### **Essential Job Accountabilities**

- Assist in the planning and administration of program evaluation and assessment, such as the STAR Testing Program and Advanced Placement; and organizes and manages data stream for analyzing program quality.
- Supervise school auxiliary services, including student safety programs, testing programs, library/media learning center services.
- Establish student ineligibility as it relates to co-curricular and extracurricular programs and activities.
- Maintain professional competence through participation in in-service education activities provided by the district and/or self-selected professional growth activities.
- Participate in emergency response activities as necessary.
- Confer with students, parents, teachers, law enforcement officers, and representatives of social welfare agencies to resolve individual pupil academic and behavioral problems.
- Assist in monitoring of extracurricular sport and student activities at the school site.
- Provide leadership/direction to student government and student council activities.
- Promote a feeling of unity and spirit among the student body.
- Respect and maintain professional and student confidences.
- Establish, maintain and nurture effective working relationships with parents, community members, students, and school related outside agencies.
- Coordinate professional meetings and other meetings regarding district business, SST's, IEP's, etc.
- Evaluate student progress in the instructional program by discussions with teachers, counselors and review of student records.
- Adhere to all district health and safety policies.
- Assist Head of School and Faculty Dean in annual faculty evaluation process.

<b>Department:</b>	Pacific Collegiate School ("PCS") Management	<b>Reports to:</b>	Head of School
<b>Approved by: (sign &amp; date)</b>		<b>Work Year:</b>	210 day per year work calendar (July 1 – June 30)
		<b>FLSA:</b>	Exempt

- Organize, oversee, and provide support to the various services, supplies, materials, and equipment provided to carry out the school program.
- Manage case load of students receiving services under section 504, including leading student study teams and 504 meetings.
- Maintain high standard of student conduct and enforce discipline as necessary, according due process to the rights of students.
- Coordinate student achievement data; supervise the maintenance of accurate records on the progress and attendance of students; model data analysis possibilities for staff and Board, assign consequences and coordinate interventions as needed
- Maintain good relationships with students, staff, and parents, and comply with established lines of authority.
- Assist in or lead school professional development activities such as faculty/staff meetings, in service design, technology training, and identifying outside experts to provide assistance.
- Oversee creation of master schedule; work with students and families in student schedules as they progress to graduation.
- Perform other related duties as assigned; act as Head of School designee.

#### **Education**

- Bachelors' degree required, Masters preferred.
- Administrative credential required.
- Combination of education and experience and training which would indicate possession of the required knowledge, skills and competencies listed herein.

#### **Work Experience**

- 5-7 years of Middle and High School Assistant Principal experience.
- Demonstrated experience in student support.
- Experience or interest in working in charter schools, education, or non-profits.

#### **Knowledge, skills, and competencies**

- Community relations.
- Classroom procedures which promote appropriate student conduct and motivation for student learning.
- Tracking student achievement through data analysis and interpretation
- Child guidance principles and practices.
- Principles of training and providing work direction.
- Applicable sections of the State Education Code and other applicable laws.
- Research methods and report writing techniques.
- Applicable state advisory documents, the State Framework in all subjects taught and district curriculum standards appropriate to their teaching assignment.
- Standardized student testing requirements.

<b>Department:</b>	Pacific Collegiate School ("PCS) Management	<b>Reports to:</b>	Head of School
<b>Approved by: (sign &amp; date)</b>		<b>Work Year:</b>	210 day per year work calendar (July 1 – June 30)
		<b>FLSA:</b>	Exempt

**Knowledge, skills, and competencies ( con 't )**

- School improvement programs, goals and objectives
- Adequate Yearly Progress report requirements applicable to the school site.
- No Child Left Behind Act requirements.
- Current trends and research concerning the growth and development of school-age students.
- School policies, procedures, and major contracts.
- Section 504 and Special Education laws.
- Organizational and interpersonal skills.
- Excellent collaboration, verbal and written communication skills.
- Interest in process improvement.
- Works independently.
- Willing to adapt quickly to changes in direction.
- Thoughtful, reflective, diplomatic with high level of integrity, confidentiality and professionalism.
- Can clearly communicate point of view yet fully support final decisions if different from one's own.

**Job Title: Pacific Collegiate School: Director of Special Education. School Psychologist**

<b>Department:</b>	Pacific Collegiate School ("PCS") Management	<b>Reports to:</b>	Head of School
<b>Approved by: (sign &amp; date)</b>		<b>Work Year:</b>	215 day per year work calendar (July 1 – June 30)
		<b>FLSA:</b>	Exempt

**General Summary**

The Special Education Coordinator will report to the Head of School, oversees all special education services at the for PCS, and represents the interest of PCS at County, Regional and State levels.

This person provides direction to Resource Specialists, Language Speech, and Hearing Specialists, any Regional Program Specialists (i.e.: Orthopedically Impaired, Hard of Hearing, Visually Impaired Specialists) Instructional Aides, and Administrative Assistant.

**Responsibilities and Essential Job Accountabilities:****Special Education Coordinator:**

- Maintains regular communication and advises Head of School in all areas of responsibility.
- Complies with Federal, State and local laws and regulations regarding special education.
- Provides leadership and guidance to special education staff in the areas of instruction, staff relationships administrative procedures, as well as State and Federal laws and regulations.
- Develops and implements procedures to ensure that special education students are appropriately referred, evaluated, and placed into instructional programs, which meet the students' unique needs; chairs IEP Team meetings as well as reviews corresponding documents.
- Provides input regarding the supervision and evaluation of special education personnel in cooperation with the Head of School and coordinates with administration in the hiring of new personnel.
- Provides for appropriate staff development for special education and general education personnel.
- Assists in the development of the Special Education budget, including State AB 602 as well as Federal, Staff Development and Educationally Related Mental Health funds and is responsible for expenditure of said funds.
- Is knowledgeable of and completes all State reporting and compliance documents, as related to special education programs and functions.
- Articulates the needs of the District in working collaboratively with the Special Education Local Plan Area (SELPA) and functions as a member of the Special Education Council (SEC) and Community Advisory Committee (CAC).
- Is knowledgeable of program offerings throughout the SELPA and works collaboratively with feeder Districts within the student catchment area.
- Resolves compliance issues.
- Oversees due process procedures at the District level; acts as respondent to CDE complaints filed by parents or agencies.
- Is knowledgeable of community agencies, which routinely interface with the Special Education personnel, students, and families.
- Establishes active, cooperative relationships with students, parents, staff, and the Board of Directors.
- Assists in the development and implementation of the school goals, including benchmark performances; assists in program development activities as related to special education and school operations.
- Completes special tasks and projects, as assigned by the Head of School.



## **Responsibilities and Essential Job Accountabilities:**

### **School Psychologist:**

- A State credentialed professional, who has specialized knowledge in areas of cognitive, social, emotional, behavioral, language, academic, physical and psychomotor development, which can adversely impact student learning.
- Is knowledgeable of assessment techniques/tools and instructional methodologies in areas related to special education.
- Provides counseling, guidance, and therapeutic intervention to students, as needed.
- Provides guidance to students, parents, teachers, administrators, paraprofessional staff through a variety of specialized and unique learning and teaching methodologies.

### **Miscellaneous**

- In collaboration with the Head of School, monitors District compliance with applicable laws and regulations pertaining particularly to special education programs and populations.
- Maintains strict confidentiality regarding student and school matters.
- Attends in-services and participates in school related functions.
- Maintains strong communication and excellent working relationships with other departments.
  - Recommends, implements and maintains process improvements.

### **Education**

- Masters of Arts/Science in School Psychology, Doctorate in School Psychology.
- Valid State Pupil Personnel Services credential.

### **Work Experience**

- Knowledge of and experience with planning and implementing Federal, State and SELPA laws/regulations/policies pertaining to services for special needs populations.
- Knowledge and experience with governmental funding as well as budgetary planning and procedures.
- At least five years of educational experience working with student populations 0 – 22.11 years of age.
- At least three years of experience related to special education director/coordinator, assistant special education director/coordinator, psychologist, or program specialist.
- Experience in preparing and presenting programmatic and departmental information.
- Experience leading, coaching and developing staff.
- Experience or interest in working in District schools, education, or non-profit.

### **Knowledge, skills, and competencies**

- Advanced analytical, organizational, and interpersonal skills.
- Excellent collaboration, verbal and written communication skills.
- Able to work cooperatively and effectively with students and adults.
- Able to break down problems into meaningful parts and come to rational and well-thought out conclusions.
- Attention to detail and accuracy.
- Interested in process improvement.
- Willing to adapt quickly to directional changes.
- Internally motivated to seek out answers, generate ideas, and develop new skills.
- Thoughtful, reflective, and diplomatic with a high level of integrity and professionalism.
- Can clearly communicate point of view yet fully support final decisions, if different from one's own.

**Job Title: Pacific Collegiate School: College Counselor**

<b>Department:</b>	Pacific Collegiate School ("PCS") Management	<b>Reports to:</b>	Head of School
<b>Approved by: (sign &amp; date)</b>		<b>Work Year:</b>	215 day per year work calendar (Aug 1 – June 30)
		<b>FLSA:</b>	Non-Exempt

**General Summary**

Under the direction of the Head of School, the College Counselor will be responsible for preparing PCS students for college and the college application process as well as cultivating connections with other colleges and universities.

**General Responsibilities:**

- Oversees all aspects of college preparation, counseling, scholarships and awards.
- Maintain regular communication and advises Head of School in all areas of responsibility.
- Assists in the implementation of school goals and program development activities as related to school operations.

**Essential Job Accountabilities**

- Individual junior and senior meetings to support college admission goals, students in lower grades as possible and appropriate.
- Primary contact for Naviance (web-based college counseling database and application management system).
- Support faculty in providing letters of recommendation / scholarship applications for seniors.
- Deliver counselor letters and reports as part of the application process.
- Provide updated PCS School Profile and College Counseling Handbook each year.
- Host annual grade-level meetings about what it means to be preparing for college.

**Education**

- Bachelors' degree required.
- Combination of education and experience and training which would indicate possession of the required knowledge, skills and competencies listed herein.

**Work Experience**

- Minimum of 2-3 years of academic and/or college counseling to high school students.
- Experience with meeting the social and emotional needs of high school students preferred.
- Experience in presenting and preparing proposals.
- Experience or interest in working in charter schools, education, or non-profits.

**Knowledge, skills, and competencies**

- Organizational and interpersonal skills.
- Excellent collaboration, verbal and written communication skills.
- Understanding of the college admission cycle and process.
- Knowledge of PSAT, SAT, ACT, AP and standardized test used in college.
- Firm grasp on eligibility criteria for CSU and UC systems, A-G subject requirements.
- Willing to adapt quickly to changes in direction.
- Thoughtful, reflective, diplomatic with high level of integrity, confidentiality and professionalism.

## **APPENDIX I: LIST OF CERTIFICATED FACULTY**

**2019-2020 PCS Certificated Faculty**  
**October 1, 2019**

Administration	Credential	Expiration	Document #
Maria Reitano	Administrative Services	5/1/23	180096502
Todd Harrison	Administrative Services	9/1/21	170011363
Lauren Friend	Preliminary Administrative Services	7/1/22	190221735
Carrie Moyer	Pupil Personnel Services	6/1/22	170071414

Classroom Teachers	Credential	Expiration	Document #
Kenneth Alley	Intern: Art	11/1/20	190021801
Heather Calame	SS: Music	7/1/23	180127961
Kelsey Flood (Cervine)	Prelim: Social Science	9/1/23	180250918
Ning Ning Chen	SS: Mandarin	7/1/23	180161057
Gabriel Cohn	SS: English, Social Science	7/1/24	190076436
Wayne Conley	SS: Geoscience	9/1/23	180077150
Lindsay Cross	Prelim: Mathematics	9/1/23	180217929
Kelly Bond (Curtin)	SS: English	8/1/21	160150302
Christine DeCaporale	SS: English	10/1/22	170146074
Linda Dennis	Multiple Subject (Sup: English)	1/1/24	180270724
	Specialist Instruction Credential in Special Education: Severely Handicapped	1/1/24	180270725
	Resource Specialist Added Authorization: Preliminary	11/1/19	170042837
Jennifer Eskenazi	SS: Math	6/1/20	150066404
Lauren Friend	SS: Social Science	7/1/22	170131697
Randy Garrett	SS: Math	9/1/21	160162564
Andy Gersh	Limited Assignment Permit	<i>(credential transfer from out of state in progress)</i>	
Cindy Gorski	Multiple Subject (Sup: English and Music)	11/1/19	140189927
Alice Hughes	SS: Music	9/1/20	150157291

Jamal Hunt	SS: English (Sup: Civics/Government)	7/1/20	150146491
Anne Marie Hutchison	SS: Spanish	7/1/22	170133887
Jimmy Kelly	SS: Social Science	2/1/21	160017017
Mary Kelly	Short Term Staff Permit	<i>(credential in progress)</i>	
Emily Klein	Intern: English	9/1/20	180152287
Bill Koens	SS: Math	10/1/21	160177566
Trung Lai	SS: Math	10/1/20	170182523
Jared Leake	Short Term Staff Permit	<i>(credential transfer from out of state in progress)</i>	
Robin Levy	Prelim: Multiple Subject	9/1/20	160043471
	Prelim: Dance and French	9/1/20	160043472
Annie Marshall	SS: French, Biological Science	9/1/20	150160182
Chris Marentette	SS: Physics and Math	12/1/22	180022727
Demetra Messoloras	SS: Art	10/1/19	140175914
Lisa Michael	SS: Physical Science (Sup: Intro. Math)	12/1/22	170167696
Kyla Chapman (Painter)	Prelim: Biological Sciences	7/1/23	180137229
Nirshan Perera	SS: English	7/1/20	150146924
Laila Rall	SS: English, Spanish	5/1/21	160078351
Andrea Roth	Multiple Subject (Sup: English)	9/1/21	160177813
Tim Ruckle	Prelim: Social Science (Sup: Intro. Math)	6/1/24	190127710
Janelle Silva	SS: English	7/1/20	150107250
Sara Latin Saucedo	SS: Spanish	7/1/23	180148196
Brandon Summerrill	SS: Foundational Math	3/1/20	150038229
Kristen Van Klootwyk	Multiple Subject (Sup: English)	2/1/21	160002547
Kyle Walters	SS: Biological Sciences	6/1/22	170102672
Wesley Winter	Prelim: Chemistry	6/1/23	180115569

## **APPENDIX J: LIST OF NON-TEACHING SUPPORT STAFF**

**2019-2020 PCS Non-Teaching Support Staff**  
**October 1, 2019**

<b>Staff Member</b>	<b>Position</b>
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.<sup>1</sup>

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.

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<sup>1</sup>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>

- **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.<sup>2</sup> 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

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<sup>2</sup> Potter, H. and Quick, K. (2018). *Diverse-by-Design Charter Schools*. The Century Foundation. Accessed at <https://tcf.org/content/report/diverse-design-charter-schools/?agreed=1>

students by eliminating the “double-jump” they currently must endure in attending three different schools for the 5th, 6th, and 7th grades. This change will benefit all students, but especially those FTC students who would disproportionately apply to the PCS lottery from the larger public elementary schools in Santa Cruz County, which do not serve 6th grade students. Accordingly, as part of the 2020 Charter renewal process, the School intends to seek a material revision of the charter that would remove this barrier to access.

### GOAL 3: BOARD AND FACULTY/STAFF DIVERSITY RECRUITMENT

Sub-goal 3.1: Board. The PCS Board sought to address the following in its member recruitment: (a) review and revise its recruitment materials and strategies with the goal of improving diversity; (b) expand outreach both geographically and in terms of advertising methods; (c) leverage connections with local organizations that serve underrepresented constituencies; (d) consider engaging a search firm to enhance diversity; and (e) provide its members access to diversity and bias training.

*Status:* The School worked towards these goals. For example, we held annual information sessions tailored to provide information about Board service to a diverse group that might not have information and background about the Board. Affirmative efforts were made to encourage community members to attend these annual sessions and they have been successful and well attended. We also revised the application and Board expectation materials to welcome applicants from a more diverse backgrounds, and the Board participated in diversity training.

Sub-goal 3.2: Faculty/Staff. PCS will review and revise its faculty and staff recruitment materials as well as its recruitment strategies with the goal of improving diversity.

*Status:* The School has followed up on this goal, and has had some noteworthy recruiting successes, particularly in the area of hiring women to teach advanced science and math courses in the curriculum, as well as hiring our first female Head of School after a nation-wide rigorous search process.

### Goal 4: Expand Data Collection and Assessment

Sub-goal 4.1: Data Collection/Assessment Subcommittee. The Diversity Committee sought to create a subcommittee focused on data collection and assessment. The subcommittee would: (a) draft and circulate anonymous and voluntary surveys to help gather relevant data and needs assessments, including data about PCS board, faculty, staff, and students; (b) spearhead the collection of data from students who were part of outreach programs described above and from graduating FTC students, such as SAT scores, college acceptance rates, and kinds of colleges

(i.e., two-year, four-year), including information about why FTC students and families decided to apply to and attend particular colleges, and (c) gather data that allows a comparison of “success” data between PCS students and students at other schools and programs and course offerings, such as the Santa Cruz High School Math Academy and AP courses.

*Status:* Given the importance of these issues, and the sensitivity of some of the information, working closely with the Head of School, the PCS Board has assumed central responsibility for data collection and assessment, and this will be a central focus for the next plan period. For example, in 2018-2019 we collaborated with Dr. Sabbah to collect and analyze data on attrition, which led us to conclude that there is not a correlation at PCS between race and/or FTC status and students who leave PCS prior to graduation.

Goal 4.2: Evaluate Feasibility and Potential Effectiveness of Further Lottery Refinements. Based on data collection and assessment, PCS aimed to consider whether diversity improvement can be achieved by additional lottery measures, such as a 9th grade entry FTC lottery reserve or a lottery reserve for applicants eligible for free and reduced lunch.

*Status:* PCS continues to evaluate how to hold a lottery that is compliant with State law and also serves PCS diversity goals. The Head of School conducted an analysis looking for any correlation between race and either FTC and/or free and reduced meal eligibility. Based on this analysis, coupled with a recent study of barriers to access in Diverse by Design schools conducted by the Century Foundation<sup>3</sup>, 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

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<sup>3</sup> Potter, H. and Quick, K. (2018). *Diverse-by-Design Charter Schools*. The Century Foundation. Accessed at <https://tcf.org/content/report/diverse-design-charter-schools/?agreed=1>



and thereby increase the likelihood of their applying to PCS, and to provide an additional opportunity for student support separate from the existing program and course sequence. As part of this initiative, PCS may create 1-2 pilot section(s) to determine feasibility before launching a full 6th grade program.

**B. Build Mechanisms for Student Support.** The Head of School will lead efforts focused on teacher development and support programs for students to ensure all students are supported to be successful at PCS, with a particular focus on ensuring the success of diverse populations, and with a view towards expanding support for include grades 9-12.

**C. Recruit Diverse School Leadership.** The Head of School will identify and implement strategies to recruit a more diverse teacher and staff population, and the Board will continue to recruit diverse members, both with a view to better reflect our community's demographics.

**D. Build an Inclusive and Supportive School Culture.** The Head of School will lead efforts to build an inclusive and equitable school culture and climate to support the academic success, and social and emotional well-being of every student. This initiative will both involve investing in a staff member to support diversity, equity and inclusion efforts in addition to engaging expertise on equity to support multi-stakeholder learning.

**E. Refine Data Collection and Evaluation.** PCS plans to refine current methods and standards of gathering and analyzing data for the purpose of uncovering any gaps in achievement within the student population and in particular for the most vulnerable students. Such metrics will be used to intentionally deploy resources to support the students that are most heavily impacted.

## V. 2020-2025 Diversity Action Plan

Plan Elements and Reporting Timeline: The 2020-2025 Diversity Plan has five mutually supporting goals, which aim to build on and expand past efforts: (A) recruit a more diverse student population; (B) build mechanisms of student support; (C) recruit diverse school leadership; (D) build a supportive and inclusive school culture; and (E) expand data collection and assessment. The Head of School will oversee the preparation of a status report addressing progress in these areas, to be submitted to the Board of Directors each December and May.

**Goal A: Recruit More Diverse Student Population.** If approved as a material revision to the charter, the Board and Head of School will jointly investigate the possible benefits and impacts of creating a 6th grade with a 50% lottery preference for underrepresented students, as identified by First to College (FTC) status and/or Free and Reduced-Price Meal (FRPM) eligibility (or other diversity-targeted metrics), in order to ease the transition between elementary, middle, and high school for underrepresented students and thereby increase the likelihood of their applying to

PCS. As part of this initiative, PCS will request a material revision to the charter to create 1-2 pilot section(s) to determine feasibility before launching a full 6th grade program. PCS recognizes that adding more than the two pilot sections outlined in the pilot program will require additional space and facilities, necessitating an additional request for material change to the charter.

When PCS was founded, it was aligned with the then-existing grade-year division between elementary and middle schools in the local school district, in which middle school began in 7th grade. As many of the local school districts have now changed to begin middle school instruction in 6th grade, PCS is no longer aligned with the grade-year division in those schools. Adding a sixth grade to PCS through an approved material change to the charter could help with diversity efforts, in that it would reduce barriers for students who would be challenged by multiple school transitions (i.e., attending different schools for 5th, 6th, and 7th grades).

PCS runs a first-to-college admissions lottery that allocates 15% of 7th grade seats for students who will be the first in their family to attend college. This lottery occurs prior to the main lottery; anyone not chosen in the first-to-college lottery is then entered in the main lottery as well. As part of our efforts to analyze PCS's stated commitment to enrolling a diverse student body, we have looked at the first-to-college admissions lottery data to measure the level of diversity in the school's actual enrollment. While we recognize that a robust definition of diversity in school enrollment requires considering a variety of factors, our analysis showed, unsurprisingly, that first-to-college admissions at PCS correlates with racial and socioeconomic diversity. In the last few years, however, the number of applicants to the first-to-college admissions lottery has not increased and remains close to the 15% of the allotted 7th grade seats. While a narrow achievement gap persists for these students according to state administered test results, that gap is decidedly smaller than the statewide equity/opportunity gaps. Fundamentally, the consideration of first-to-college in selection process has been a critical component for achieving the current level of diversity at PCS, yet moving forward we must further evaluate ways to attract an even higher enrollment of diverse students into the school.

At the current level of diversity, research has shown that it is still difficult for minority students to achieve a sense of belonging and it is challenging to reassure tolerance and cross-racial friendships among all students. A more substantial intervention, we believe, is needed. One avenue we would like to explore, if approved through material revision of the charter, is to increase the number of students who gain admission via selective enrollment at the sixth-grade level. As stated, similar efforts have been put in place in other charter networks successfully pursuing socioeconomic integration.

We are particularly drawn to a pilot program for sixth-graders (if approved through material revision of the charter) because it will allow PCS to attract and enroll more diverse cohorts of students, feeding more equitably from all local elementary schools, rather than the select few that currently include a 6th grade. A five-year longitudinal analysis of PCS feeder schools reveals that 30-40% of PCS 7th grade enrollment feeds from private or small schools that are not as diverse

as our surrounding public elementary and middle schools. A closer look reveals that 21% of our enrollment from public feeder schools represents those somewhat less diverse public elementary sites who offer a 6th grade, which means that less than half (49%) of PCS enrollment each year feeds from more diverse public middle schools, after students have attended 6th grade elsewhere. Thus, we believe the lack of a 6th grade at PCS to be a hindrance to achieving parity with our surrounding schools and community.

If approved through material revision of the charter, this approach will also ease the transition to middle and high school, as students will transfer to PCS directly from elementary school, rather than having to transition twice between elementary, middle and high school. This opportunity would be particularly impactful for FTC students who are less likely to be transitioning to PCS from private schools, which often offer a sixth grade. Developing a 6th grade pilot program will require considerable preparation. These efforts will include an intentional turn toward a nurturing learning and social atmosphere designed to meet the needs and circumstances of younger students. Moving forward, we need more research to effectively shape our pilot program into one that encourages true equity, rather than one that simply promotes access as a single step of progress. If approved as a material revision to the charter, the following specific activities will help PCS reach this goal:

1. Engage stakeholders in a discussion of the possible benefits, impacts, and hurdles in launching a pilot sixth grade.
2. Redoubling efforts with community partnerships that will yield a greater number of diverse applicants.
3. Evaluate if additional selection metrics, in addition to FTC and FRPM eligibility, may help to further diversity efforts.

PCS intends to proceed with actions listed above as 2 and 3 regardless of the outcome of our request for material revision to the charter for the sixth-grade pilot. We remain committed to increasing diversity at PCS in the future, and will adjust lottery priorities for underrepresented students, foster positive community partnerships, and continue to explore a variety of outreach efforts towards our goal of recruiting a more diverse student population.

**Goal B: Build Mechanisms of Student Support.** The Head of School will lead efforts focused on teacher development and support programs for students to ensure all students are supported to be successful at PCS, with a particular focus on ensuring the success of diverse populations, and with a view towards expanding support for include grades 9-12.

At the center of PCS's vision and mission is providing an exemplary college preparatory program, rich in academic, artistic, and multicultural opportunities. Our values statement underscores our essential belief that all students are capable of success within this rigorous academic environment, given the right supports. As PCS strives to become a more diverse learning community, we move forward with particular interest in providing a comprehensive

system of student support to ensure the success of all students, with particular interest in reducing equity/opportunity gaps.

To that end, PCS will enhance services to provide Multi-Tiered Systems of Support (MTSS). As defined by the California Department of Education, “MTSS is an integrated, comprehensive framework that focuses on core instruction, differentiated learning, student-centered learning, individualized student needs, and the alignment of systems necessary for all students’ academic, behavioral, and social success.”<sup>4</sup> 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

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<sup>4</sup>California Department of Education, Multi-Tiered Systems of Support, accessed at <https://www.cde.ca.gov/ci/cr/ri/>

success of first-to-college students

- c. Parent education materials and strategies, targeted to support for first-to-college students and their families
- d. Network of support with other regional AVID programs, including those active in Santa Cruz County middle and high schools
- e. Investment in dedicated tutors to support first-to-college students

**Goal C: Recruit Diverse School Leadership.** The Head of School will identify and implement strategies to recruit a more diverse teacher and staff population, and the Board will continue to recruit diverse members, both with a view to better reflect our community's demographics.

As PCS seeks to increase student diversity, we recognize the benefits of recruiting and retaining a more diverse faculty and staff. According to 2018 study, "increasing teacher diversity is a very important strategy for improving learning for students of color and for closing achievement gaps."<sup>5</sup> 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."<sup>6</sup>

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

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<sup>5</sup>Carver-Thomas, D. (2018). *Diversifying the teaching profession: How to recruit and retain teachers of color*. Palo Alto, CA: Learning Policy Institute.

<sup>6</sup>Ibid

expertise on equity to support multi-stakeholder development.

Additional deliberate action will be needed to build a more diverse, equitable, and inclusive school community. Research has shown that an equitable and inclusive school culture is critical to the recruitment and retention of diverse and highly-qualified teachers, as well as the recruitment, retention and success of students of diverse backgrounds.

To ensure all members of the PCS community experience an inclusive rather than an assimilationist environment, PCS will continue to provide learning opportunities for leadership, staff, faculty and students to engage in discussion and training about equity, explicit and implicit bias, structural inequalities, and other issues related to DEI. To do this, PCS will continue to engage outside expertise and consultation to support and expand a multi-year learning process for the Board, teachers, staff, parents and students.

The following specific activities will help PCS reach the above goal:

1. Diversity, Equity & Inclusion Consultancy. PCS will provide a series of learning opportunities for staff and stakeholder groups regarding DEI. This will take a variety of forms including targeted support from outside expertise to guide us, professional learning for the Board, and faculty and staff, as well as student and parent engagement.

2. Dedicated Staffing. We may augment prior classified staffing to extend outreach and recruitment efforts, and to include student and family engagement to further support and retain diverse students and families.

3. Student Leadership & Engagement. PCS will identify an annual cohort of student leaders who will receive targeted DEI training to serve as mentors and leaders for positive school culture building at PCS (e.g. SV Faces Camp Everytown or similar), Student Voices (Head of School advisory and action committee).

4. Integration of DEI in Curriculum and Instruction. Building on the intentional work PCS teachers have done to infuse DEI awareness and strategies in curricula and learning strategies, academic departments and teachers will continue to enhance instruction by identifying resources, materials, and learning opportunities that will intentionally reflect PCS's value for diversity and inclusion.

**Goal E: Refine Data Collection and Assessment.** PCS plans to refine current methods and standards of gathering data for the purpose of uncovering any gaps in achievement within the student population and in particular for the most vulnerable students. Such metrics will be used

to intentionally deploy resources to support students with demonstrated achievement gaps.

In recent years, closing the achievement gaps between different groups of students has become the focus of state policy. PCS will continue to build on this research by expanding and refining our own research about classroom-level practices associated with increased student performance, with an aim to close any identified achievement gaps at PCS. We plan to survey current policies and practices in order to provide better teacher support for use of classroom data.

The following specific activities will help PCS reach the above goal:

1. Professional Development for Teachers. We plan to use data assessment to help teachers understand skill gaps of low-achieving students and receive professional development on linking low-performing student data to instructional strategies.
2. Create a Roadmap to Close Achievement Gaps. We will can establish reasonable roadmaps to achieve our vision, setting measurable goals for each racial or socioeconomic subgroup to close the achievement gaps. Efforts to collect and analyze data more effectively might include contracting with a school data specialist or other outside consultants pending resource availability.

While the school collectively strives toward improving multiple measures of student performance, we will also incorporate progress targets directly into department and individual teachers' professional goals. With measurable goals, the phrase "closing the gaps" becomes less aspirational and will give departments and teachers concrete opportunities and accountability mechanisms. We will provide resources and support to accelerate the learning of low-achieving students while continuing to improve achievement for all. We will provide teachers with access to frequent, diagnostic assessments and high-quality professional development, including coaching and collaboration time with colleagues. This will allow teachers to use data to make significant improvements to curriculum and instruction in order to close achievement gaps.



## VI. Appendix A – Relevant Data

### A. *Measurements of Diversity*

Evidence suggests that the demographics of PCS applicants are similar to the pupil population of peers attending Santa Cruz City Schools High Schools that pursue a college preparatory curriculum, as demonstrated by enrollment in AP classes. PCS will continue seeking to monitor this important basis of comparison. In recognition that a diverse student body is critical to an excellent education, PCS will continue its efforts to achieve diversity in all areas, including race, ethnicity, socioeconomic status, sexual orientation, and gender identity/expression.

### B. *Diversity Index Data/Tables*

The tables below show multi-year trends in PCS student racial demographics as well as student socioeconomic status. PCS is encouraged by continued growth in the diversity of the student population as measured by these two indicators. PCS will continue to focus on outreach and recruitment of students in all Santa Cruz communities, as well as strengthening support structures to facilitate their success once enrolled.

#### 1. Percentage of PCS Students Reported as Hispanic/Latino

School Year	Grade 7	Grade 8	Grade 9	Grade 10	Grade 11	Grade 12	Total	Santa Cruz High School District
2010-11	5.0	10.2	6.7	12.6	12.3	5.5	9.0	32.6%
2011-12	17.0	13.6	11.4	4.7	10.7	10.4	11.4	34.5%
2012-13	21.6	16.1	11.4	13.1	5.9	11.0	13.2	35.9 %
2013-14	13.5	20.5	17.0	11.8	14.7	16.1	14.0	37.1 %
2014-15	15.4	14.1	18.2	17.0	16.7	15.5	16.1	37.6 %
2015-16	15.2	15.0	13.0	14.4	14.8	12.9	14.3	37.5



2016-17	6.5	18.7	18.7	14.1	18.3	14.9	15.1	28.2
2017-18	17.4	7.6	18.5	16.5	15.0	16.9	15.3	27
2018-19	11.0	18.3	6.5	16.5	18.2	16.7	14.5	TBD

## 2. Percentage of PCS Students Reported as White

School Year	Grade 7	Grade 8	Grade 9	Grade 10	Grade 11	Grade 12	Total	SCHS District
2010-11	86.3	73.9	69.7	74.7	75.3	81.8	76.5	58.4 %
2011-12	65.9	71.6	72.7	67.1	72.6	72.7	70.4	56.0 %
2012-13	65.9	65.5	72.3	72.6	70.6	76.8	70.6	54.1 %
2013-14	64	64.8	63.6	69.4	66.6	72	66.6	52.6 %
2014-15	71.4	67.4	69.0	70.0	75.5	66.2	69.9	52.9 %
2015-16	75.0	73.6	72.2	68.0	68.0	73.2	71.8	52.9
2016-17	78.3	76.3	65.9	70.1	64.6	67.6	70.8	61
2017-18	61.5	79.3	75	64.8	65.6	70.5	68.3	60.5
2018-19	73.3	64.5	79.3	78.3	62.5	72.2	70.6	TBD

## 3. Percentage of PCS Students Reported as Eligible for Free and Reduced Lunch

School Year	Grade 7	Grade 8	Grade 9	Grade 10	Grade 11	Grade 12	Total	SCHS District
2010-11	1.2	0	3.4	3.5	3.8	27.3	5.2	35.5 %

2011-12	1.1	3.4	5.8	7.1	6.0	13.2	5.9	32.5 %
2012-13	2.3	10.3	4.5	8.4	7.0	9.8	7.0	32.5 %
2013-14	5.7	1.1	0	0	0	2.5	1.6	36.5 %
2014-15	8.8	5.6	2.3	3.8	1.4	2.8	4.3	40.3 %
2015-16	4.4	11	5.6	2.5	4	4.2	5.4	TBD
2016-17	8.7	7.8	13.2	11.8	5.8	2.7	8.5	TBD
2017-18	9	11	13	15	13	8	11.5	32.1
2018-2019	11	7.5	9	11	15	15.5	11.3	TBD

#### 4. First to College (FTC) Students

Academic performance data of the FTC students is compiled in the table below. The numbers are fairly small, making it difficult to identify trends. However, the high success rate on Advanced Placement exams in our first graduating class is notable.

PCS First to College Academic Data (through 2018-2019)									
	GPA		% who Met or Exceeded the Standard on CAASPP						% of AP Exams with 3, 4, or 5
Class	Junior High	High School	7th ELA	7th Math	8th ELA	8th Math	11th ELA	11th Math	
2017	2.62	2.965					83% (n=6)	50% (n=6)	85% (n=21)
2018	2.45	2.76			60% (n=10)	50% (n=10)	88% (n=8)	75% (n=8)	58% (n=12)
2019	3.057	3.338			60% (n=10)	50% (n=10)	88% (n=10)	75% (n=10)	63% (n=23)
2020	2.494	2.777	75% (n=8)	50% (n=8)	75% (n=8)	38% (n=8)			61% (n=18)
2021	2.640	2.934	29% (n=7)	29% (n=7)	43% (n=7)	29% (n=29)			75% (n=8)

2022	2.832	3.738	75% (n=8)	50% (n=8)	83% (n=6)	50% (n=6)			
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### 5. PCS Student Diversity Results

Key student diversity categories are combined for comparison.

	Total Enrollment*	FTC Students**		Hispanic Students	
2019-2020	543	45	8.3%	79	14.6%
2018-2019	545	44	8.3%	79	14.5%
2017-2018	537	39	7.2%	83	15.3%
2016-2017	522	41	7.9%	80	15.1%
2015-2016	518	36	7%	74	14.3%
2014-2015	508	33	6.4%	82	16.1%
2013-2014	504	26	5%	70	14.0%

FTC (First to College) and Hispanic student data are self-reported; Hispanic students reported as Hispanic/Latino.

\* Starting enrollment as of the first Wednesday of each October.

\*\* FTC students admitted through sibling preference, FTC lottery, general lottery, and after 7<sup>th</sup> 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
<b>Pacific Collegiate School</b>	<b>34</b>	<b>537</b>
Aptos High	40	1,478
Mission Hill Middle	44	615

Santa Cruz High	40	1,062
Branciforte Middle	42	482
Soquel High	42	1,155
Harbor High	40	926
All Santa Cruz County public schools	39	40,393

2017-2018 scores from the California Department of Education's (CDE) state-wide [Ethnic Diversity Index \(EDI\)](http://www.ed-data.org/) web site (<http://www.ed-data.org/>) for selected Santa Cruz County middle and high schools. The CDE recognizes seven racial categories. EDI values close to 100 indicate a school has a fairly even distribution of students among the seven categories. Numbers closer to 0 indicate that students are predominantly from a single racial group.

For the March 2011 admissions process, PCS received 24 applications for the Pilot FTC Lottery. With 56 seats available in 7th grade in 2011, the Principal directed school staff to set aside six seats for Pilot FTC Lottery applicants, leaving 18 on the Pilot FTC Lottery wait-list. Four of the 24 Pilot Lottery applicants were of Hispanic origin. One of the wait-listed Pilot FTC Lottery applicants was admitted to the 7th Grade via the larger general lottery and two more of the Pilot FTC Lottery applicants were subsequently admitted to 7th grade from the regular wait-list in the months following the lottery. The outcome was that nine of the 24 students who sought admission to PCS via the Pilot FTC Lottery program earned seats in 7th grade for the 2011-2012 school year; one more entered post-lottery for a total of 10 FTC students. Despite that outcome, the result of the lottery was that none of the Hispanic applicants were offered admission through the combined lottery process.

Regarding FTC student retention for this initial FTC lottery cohort, six of the initial 10 students have continued on to become current seniors (in the current 2016-2017 school year), a 60 percent retention which is identical to the retention for this senior class as a whole starting from 7th grade. However, it should be recognized that one or a few students in such a small group has a large effect on the percentage calculations and that year-to-year trends are more significant than any one-year percentage. It should also be recognized that students leave schools for a variety of reasons, some beyond their control or academic performance.

The outcome of the March 2012 FTC Lottery was quite different. PCS received 21 applications for the second FTC Lottery, 10 of which came from applicants of Hispanic origin. With 50 seats available in 7th grade in 2012, the Principal directed school staff to set aside five seats for FTC Lottery applicants, leaving 16 on the FTC Lottery waitlist. Of the five FTC Lottery applicants admitted, three were Hispanic. Five of the students who were waitlisted for the FTC Lottery

were subsequently admitted through the general lottery. Thus, 10 of the 21 applicants to PCS via the FTC Lottery program (eight of whom self-identified as Hispanic) earned seats in the 2012-2013 incoming 7th grade class. That represents a statistically distinct result, as compared to the incoming 7th grade class generally, and suggests that the FTC Lottery project (which will affect the cultural and socio-economic diversity of the school by admitting on a preferential basis a cohort of students that would be the first in their family to attend college) also is having an impact on racial and ethnic diversity at PCS. Retention data for this cohort, and future cohorts, will be included in future reports.

The March 2015 lottery (class of 2021) received 264 total applications for 7<sup>th</sup> 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 7<sup>th</sup> 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 7<sup>th</sup> 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 7<sup>th</sup> 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 7<sup>th</sup> 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

<b>Tasks</b>	<b>Responsible Parties</b>	<b>Progress Assessments</b>	<b>Timeline</b>	<b>Progress Reports</b>
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.<sup>7</sup> 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.<sup>8</sup> Prior to the annual admissions lottery, which is typically held in March, PCS conducts at least three information meetings for students and their families. These meetings are widely advertised in English as well as Spanish, and Spanish language interpretation is available at each meeting. All literature, handouts and PowerPoint presentations are translated into Spanish. The PCS website has a translation feature so that the website material can be instantly converted to Spanish. PCS also has staff members who are fluent Spanish speakers who can support prospective families and students with the application process. The online admission application is available in both Spanish and English and hard copies of both

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applications are available on campus for those not able to access information via the Internet.

4. Development of Pilot “First to College” (FTC) Program Affecting PCS Lottery. The combination of open public access and high academic standards has resulted in significantly more demand for PCS admission than there are spaces available for students. Pursuant to California State charter school law, PCS holds an annual public lottery for admissions. The lottery is widely publicized, open to all - there are no tests and no application fees - and is completely transparent.<sup>9</sup>

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.<sup>10</sup> Study hall is available for students before and after school and throughout the day, with computers available. Peer tutors, supervised by a member of the faculty, are available in afternoon study hall Monday-Thursday until 4:30 p.m.

In 2011, PCS refined its “7th/8th Academic Support” position, a job that focuses exclusively on working with 7th and 8th grade students who need additional help outside of the classroom. The position had originally been coupled with classroom teaching. Also in 2011, PCS implemented an advisory system structured around 35-minute periods every Friday and every other Tuesday. Advisory periods provided students with a safe, inviting place to build a relationship with peers and an adult at the school (either a teacher or administrator) who was there to talk about subjects outside of the regular curriculum. The function of advisory was, among other things, to ensure that no student “slips through the cracks.” Advisors were required to do regular, one-on-one check-ins with students pertaining to both academic and social issues. As discussed below, in the 2015-2016 school year, the Advisory program was changed to a Seminar program.

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In the 2010-2011 school year, the Math Department began offering drop-in after-school tutorial programs staffed by volunteer faculty, and the program currently operates on Mondays and Tuesdays after school. Many students are officially referred to the program, but students have also opted to attend. The program's organizers track the attendance of students, and it is specifically aimed at improving achievement in math.

6.School Culture and Mentoring. A late summer program called Academic Base Camp was instituted in the summer of 2005 and continues to be offered to introduce students to the PCS environment and prepare students for the rigorous curriculum in 7th grade. Typically starting about three weeks before the first day of classes, Base Camp targets approximately 50 incoming 7th grade students who, based on assessments in Math and English administered during the previous spring, have been identified as potentially needing support in one or both of these critical academic areas. Students meet in two English classes and two Math classes, reviewing skills and strategies with four members of the PCS faculty. Most Base Camp participants describe the experience as important to having a successful launch at PCS. Despite the loss of state funding for the program, PCS continues to budget for the Base Camp experience. As discussed below, Base Camp was expanded in 2015 to support high school students enrolled in AP classes.

Beginning in the 2012-2013 school year, PCS offered incoming 7th grade students an elective course called Study Skills & Technology (SST). The course focused on the introduction and practice of the types of academic tasks students can, and should, expect to encounter during their time at PCS. Finding that it was an important part of a successful adjustment to the PCS program, the SST course became mandatory for incoming 7th graders in the next school year.

PCS participates in the nationwide WEB ("Where Everyone Belongs") Program, an organization whose purpose is to help students feel more comfortable as well as help them achieve success in their first year of PCS. The WEB 7th grade orientation and transition program is designed to both welcome and support 7th graders by assigning them a high school WEB Leader as a mentor during this first year. This WEB Leader is a responsible older student who was hand selected from a large pool of applicants and has met the qualifications of being a good role model and a positive leader on our campus.

### ***2011-2015 Diversity Plan and Progress***

The 2011-2015 Diversity Plan identified five measures PCS would evaluate and pursue.<sup>11</sup> Those

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measures, and the progress made on each, is as follows:

1. Continued Improvement of Outreach Efforts. The PCS Community Outreach program has continued to find new ways to reach diverse communities. In 2014, PCS established a tutoring program with Barrios Unidos. Children in grades kindergarten to 12th grade who participate in Barrios Unidos are transported to PCS two days a week, where students provide tutoring and PCS staff provide academic assessments. During the 2014-2015 school year, approximately 20 students from the Beach Flats community participated. During the 2015-2016 year, about 20 students from Beach Flats and an additional 20 students from the Live Oak community participated and there was a waitlist of about the same numbers from each community to join the program, the total number participating being limited due to transportation issues. The program has been a tremendous success, although Barrios Unidos has found it challenging to continue transportation funding.<sup>12</sup> 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.<sup>13</sup> 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.<sup>14</sup>

2. Improvement and Refinement of Mentoring and Support of Students and Families. The PCS Tutorial program was instituted in 2014 and has been widely utilized by students for academic support. During Tutorial periods, which are on Wednesdays and Thursdays, students may drop in and consult with any teacher for help in making up missed work and for extra assistance in areas where the student may be struggling. In 2015, PCS introduced the Seminar program (replacing the Advisory program) in which PCS faculty and staff teach once-a-week “courses” on topics of interest to them and students. The courses have been extremely diverse, including yoga, vegan baking, board games, creative writing, philosophy, a capella, documentary analysis, journalism, and knitting. Students select their Seminar each semester and get the opportunity to know a faculty or staff member on a more personal level. This program has been popular with students and continues the spirit of the Advisory program in that it fosters relationships between students and faculty members.

In 2015, PCS began a program called the AP Base Camp to help incoming 10th through 12th grade students prepare for the Advanced Placement (AP) courses and exams specifically and the increased academic expectations of the upper grades in general. The AP Base Camp is an 8-day program held over the summer for two hours per day. The program focuses on the skills of reading a textbook, outlining, and preparing for quizzes/assessments. Up to 50 students may

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enroll, and preference is given to new students as well as those recommended by teachers.

College Test Prep resources were offered for the SAT and ACT tests beginning in the 2014-2015 school year, and in 2015 these resources became free to all students. The PCS college counselor provides financial aid workshops for parents and helps families prepare the Free Application for Federal Student Aid (FAFSA).

3.Evaluation and Refinement of Lottery. In 2014, the PCS Board of Directors permanently adopted the FTC Lottery, based on the results of the PCS FTC Pilot Lottery Study, with amendments adopted following discussions during the COE Board of Education Trustees' Charter School Committee meeting on October 7, 2014. Pursuant to the October 2014 amendments, the admission reserve for FTC students will increase from 10 percent to 15 percent in increments of one percent per year for five years starting in the 2015-2016 school year. This will result in the following admissions reserves: 11 percent for the 2015-2016 school year, 12 percent for the 2016-2017 school year, 13 percent for the 2017-2018 school year, 14 percent for the 2018-2019 school year, and 15 percent for the 2019-2020 school year, after which it will remain at 15 percent.

4.Evaluation of Possible Summer Academic Camp. During the 2012-2013 school year, PCS evaluated the feasibility of offering a new academic summer camp during the summer months, for students who had completed 5th grade. The proposed camp would focus on developing basic study skills necessary for long term academic success, with an emphasis on skills appropriate to the 6th grade, and it would provide a roadmap to the PCS academic program and school culture. However, with the facility move, the logistical preparation was put on hold. This program is still being considered.

5.Pursuit of Opportunities for Cultural Enrichment. The 2011-2015 plan recognized that the PCS experience has been enriched by academic and extracurricular programs focused on the appreciation of diverse cultures and peoples, by students from other countries who attend PCS, and by the experiences of PCS students who participate in programs for travel and study abroad. The plan envisioned the evaluation of potential "sister schools" and other opportunities for learning across international borders. During that time period, PCS began hosting more foreign exchange students and offering a formal student exchange with a school in Denmark and a school in Chile. PCS also began offering four world languages, with an increasing focus on culture, as per the changing AP curriculum.

**APPENDIX L: SIXTH-GRADE PROGRAM**  
**(IF APPROVED AS MATERIAL REVISION TO THE CHARTER)**

## **PACIFIC COLLEGIATE SCHOOL**

### **SIXTH-GRADE PROGRAM**

**(IF APPROVED AS MATERIAL REVISION TO THE CHARTER)**

#### **PCS Curriculum**

The hallmarks of PCS curriculum for grades 7-12 are high academic and behavioral expectations, small school environment, and small class size that allows for an individualized learning experience. The curriculum is rigorous and relevant, engaging students in real-world problem solving. Technology plays an integral role in learning across the curriculum. From the school's earliest days, student outcomes have demonstrated the positive impact of this approach; if approved as a material revision to the charter, a sixth-grade program at PCS will thus place an emphasis on preparing students with the academic and social-emotional skills they will need to be successful at PCS and beyond.

If approved as a material revision to the charter, a sixth-grade program at Pacific Collegiate School will be guided by the same five organizing principles central to PCS's curriculum and program:

1. Coherent content, aligned to CCSS and NGSS academic standards
2. Integration and coordination within the humanities, especially English and history
3. Integration of science and mathematics
4. International and cross-cultural focus, including the study of world languages
5. Integration of visual and performing arts

We believe that all students are capable of passing Advanced Placement ("AP") exams if the students are in a climate where that is expected of them, and they are given sufficient support to achieve this goal. In each field, we want students to be prepared to take and pass AP exams; preparation is therefore made in earlier grades for the eventual AP examinations.

If approved as a material revision to the charter, the addition of a sixth-grade at PCS will provide students with even more opportunity to develop the foundational skills and knowledge and study skills needed to support their success in rigorous college preparatory courses.

The vertical course alignment at PCS will be extended to ensure that the sixth-grade curriculum provides important academic advantages for all students. Curriculum, assignments, and assessments will be developed to ensure students in sixth-grade gain the foundational knowledge and skills necessary for success in 7th grade PCS courses, and beyond. Interventions and support systems, similar to those utilized for 7<sup>th</sup>-12<sup>th</sup> graders, will be put into place to ensure that sixth-grade students are successfully progressing.

#### **Academic Standards for Sixth-grade**

In addition to preparing our youngest students with the skills and knowledge they will need for future academic success at PCS, if approved as a material revision to the charter, our sixth-grade curriculum will include instruction in alignment with Common Core State Standards (CCSS) and Next Generation Science Standards (NGSS), and History-Social Science Framework. For grade six, standards-aligned instruction will include:

**1. English instruction to develop students' abilities to**

- a. Demonstrate command of the conventions of standard English grammar and usage when writing or speaking
- b. Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing
- c. Use knowledge of language and its conventions when writing, speaking, reading, or listening
- d. Determine or clarify the meaning of unknown and multiple-meaning words and phrases based on grade 6 reading and content, choosing flexibly from a range of strategies
- e. Demonstrate understanding of figurative language, word relationships, and nuances in word meanings
- f. Acquire and use accurately grade-appropriate general academic and domain-specific words and phrases; gather vocabulary knowledge when considering a word or phrase important to comprehension or expression

**2. History instruction to develop students' abilities to**

- a. Cite specific textual evidence to support analysis of primary and secondary sources
- b. Determine the central ideas or information of a primary or secondary source; provide an accurate summary of the source distinct from prior knowledge or opinions
- c. Identify key steps in a text's description of a process related to history/social studies
- d. Determine the meaning of words and phrases as they are used in a text, including vocabulary specific to domains related to history/social studies
- e. Describe how a text presents information (e.g., sequentially, comparatively, causally)
- f. Identify aspects of a text that reveal an author's point of view or purpose (e.g., loaded language, inclusion or avoidance of particular facts)
- g. Integrate visual information (e.g., in charts, graphs, photographs, videos, or maps) with other information in print and digital texts
- h. Distinguish among fact, opinion, and reasoned judgment in a text
- i. Analyze the relationship between a primary and secondary source on the same topic

**3. Mathematics instruction to develop students' abilities to**

- a. Connect ratio and rate to whole number multiplication and division, and use concepts of ratio and rate to solve problems
- b. Understand division of fractions and extend the notion of number to the systems of rational numbers, which includes negative numbers
- c. Write, interpret, and use expressions and equations
- d. Demonstrate preliminary understanding of statistical thinking

**4. Science instruction to develop students' abilities to**

- a. Explore crosscutting connections across the four domains of science, including Physical Science, Life Science, Earth and Space Science, and Engineering Design

- b. Engage in inquiry learning and engage in science and engineering practices to build, deepen, and apply their knowledge of core ideas and crosscutting concepts and systems
- c. Understand, use and apply Disciplinary Core Ideas (DCIs) or key ideas in science that have broad importance within or across multiple science or engineering disciplines, particularly those identified by NGSS as critical foundational skills for sixth-grade students

As with curriculum for grades 7-12 at PCS, if approved as a material revision to the charter, the sixth-grade curriculum will also include substantive opportunities for students to engage in learning in the visual and performing arts, in alignment with California standards for VAPA. In addition, instruction in sixth-grade will be enhanced by opportunities to connect to and contextualize learning within a multicultural world, as reflects PCS' commitment to diversity and instructional emphasis on world languages and cultures.

### **AVID Instructional Strategies**

Recognizing the particular needs and challenges of launching a diverse-by-design sixth-grade, the PCS Diversity Plan for 2020-2025 includes partnership with Advancement Via Individual Determination (AVID), an organization with a forty-year track record of supporting first-to-college students and those from underrepresented communities toward academic success. If approved as a material revision to the charter, a PCS sixth-grade infused with AVID instructional strategies will include academic, social, and emotional support to particularly help first to college students and those from underrepresented populations to succeed in our rigorous PCS program and to establish college-going mindsets and skills.

### **Timeline for sixth-grade Planning and Preparation**

Recognizing that, if approved as a material revision to the charter, the addition of a sixth-grade at PCS will require a curriculum and program intentionally designed to meet the unique developmental and academic needs of younger students, PCS proposes the following planning timeline to prepare for the successful launch of a sixth-grade program.

#### **6-12 months prior**

- Engage academic specialists, PCS Department Chairs and teachers in developing curriculum map for proposed sixth-grade, aligning to knowledge and skills needed for success in PCS 7-12 program
- Identify any facilities enhancements needed to support sixth-grade
- Write job description for sixth-grade teacher/team
- Select textbooks and instructional materials to support proposed sixth-grade curriculum
- Begin recruitment and hiring process for sixth-grade teacher/team

#### **3-6 months prior**

- Hire, onboard, and orient new teacher/team to PCS
- Engage sixth-grade teacher/team in professional development needed to support program goals (e.g. AVID and CCSS training)

- Connect sixth-grade teacher/team to appropriate networks of support (e.g. SCCOE Curriculum and Instruction specialists, AVID program directors, SCNTP mentors)
- Begin instructional planning days for sixth-grade teacher/team with support from colleagues/Department Chairs (ELA/ELD, Math, Science, History, World Language, Visual and Performing Arts)
- Order texts, materials, and supplies
- Develop plans for sixth-grade Base Camp (orientation, academic skills, and team-building). This will be distinct from 7th Grade Base Camp when there are 1-3 sections of sixth-grade; it will replace 7th Grade Base Camp as PCS orientation if/when there is a full sixth-grade

### **1-3 month prior**

- Finish instructional planning days for sixth-grade teacher/team
- sixth-grade Base Camp



## **APPENDIX M: NET LEASE AGREEMENT WITH PACIFIC COLLEGIATE FOUNDATIONS**

**NET LEASE AGREEMENT**

between

**Pacific Collegiate Foundation**

as “Landlord”

and

**Pacific Collegiate School**

as “Tenant”

*(3004 Mission Street, Santa Cruz, California, 95060)*

PCS / PCF Lease Agreement

#### BASIC LEASE INFORMATION

1. **Lease Date:** For identification purposes only, the date of this Lease is May 15, 2015.
2. **Landlord:** Pacific Collegiate Foundation, a California nonprofit public benefit corporation
3. **Tenant:** Pacific Collegiate School, a California nonprofit public benefit corporation
4. **Street Address:** 3004 Mission Street, Santa Cruz, California, 95060
5. **Leasable Area of Building:** An approximately 46,800 square feet building ("**Building**"), exclusive of modular building site.
6. **Term:** The period of time commencing on the Commencement Date (as defined in Section 7 of this Basic Lease Information below), and ending on the date (the "**Expiration Date**") that is the last day of the one hundred twentieth (120<sup>th</sup>) 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.

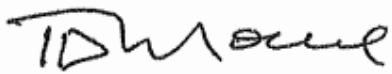
3. Same Terms and Conditions. Except as otherwise set forth in this Amendment to the contrary, Tenant's leasing of the Premises shall be upon the same terms and conditions set forth in the Lease, and all of Tenant's and Landlord's other obligations under the Lease shall remain in full force and effect. 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.

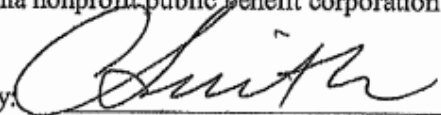
**LANDLORD:**

**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 15<sup>th</sup>, 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 1<sup>st</sup> of every calendar year through July 31<sup>st</sup> 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 1<sup>st</sup> 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 1<sup>st</sup> 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 (1/12<sup>th</sup>) 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 1<sup>st</sup> and running through June 30<sup>th</sup> of the subsequent year.

4. Same Terms and Conditions. Except as otherwise set forth in this Third Amendment to the contrary, Tenant's leasing of the Premises shall be upon the same terms and conditions set forth in the Lease, and all of Tenant's and Landlord's other obligations under the Lease shall remain in full force and effect. This Third Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

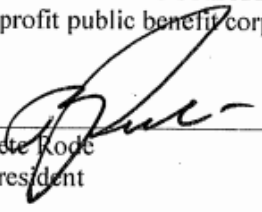


5. Capitalized Terms. Capitalized terms used in this Third Amendment without definition shall have the same meanings given to such terms in the Lease.

6. Ratification and Affirmation. The Lease, as modified by this Third Amendment, is hereby ratified and affirmed and shall continue in full force and effect. From and after the date of this Third Amendment, all references to the "Lease" shall mean the Lease, as modified by this Third Amendment.

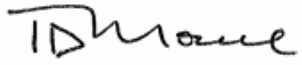
**LANDLORD:**

**PACIFIC COLLEGIATE FOUNDATION,**  
a California nonprofit public benefit corporation

By:   
Name: Pete Rode  
Title: President

**TENANT:**

**PACIFIC COLLEGIATE SCHOOL,**  
a California nonprofit public benefit corporation

By:   
Name: Thomas D. Morell  
Title: Board President

## **APPENDIX N: BUDGET, CASH FLOW, AND FINANCIAL PROJECTIONS**



## Budget Assumptions for: 2019-2020

### REVENUE:

#8011-State Aid: Projecting 546 students at a 96% attendance rate.

#8012-EPA: Projected at \$126k.

#8096-In Lieu Property taxes: Projected at 2018-19 rate.

#8181-Special Education Federal Revenue: Projecting at \$36k.

#8550-Other State Revenue/Mandated Costs: Projecting \$33.5k.

#8560-Other State Revenue/Lottery: Projecting \$107k.

#8792-Special Education Revenue: Spec. Ed funds projected at \$287k.

#8674-Other Local Revenue/AFD: Projecting \$775k.

#8674-Other contributions: Interest revenue, anonymous donation of \$50k.

### EXPENSES:

#1000-Certificated Salaries: Reflective of \$164.7 for base raises.

#2000-Classified Salaries: Reflective of \$26.5k for base raises.

#3000-Benefits: Reflective of any and all changes in certificated and classified salaries (CalPERS employer contribution increased to 19.721%, 15% increase to medical benefits, CalSTRS employer contribution increase to 17.1%).

#4000-Books and Supplies: Projected higher based on increase in student numbers.

#5000-Services and Other Operating Expenditures: Decrease due to fewer one-time expenses compared to 2018-19.

#6000-Capital Outlay: Depreciation expense at \$204k.

*reimagining the possibilities of public school*



**Pacific Collegiate School**

3004 Mission St  
Santa Cruz, CA 95060

(831) 479-7785  
(831) 427-5254 (fax)  
[www.pacificcollegiate.com](http://www.pacificcollegiate.com)

<p><b>Budget Assumptions for: 2020-2021</b></p>
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**REVENUE:**

**#8011-State Aid:** Projecting 546 students at a 96% attendance rate.

**#8012-EPA:** Projected at \$104.8k.

**#8096-In Lieu Property taxes:** Projected at 2018-19 rate.

**#8181-Special Education Federal Revenue:** Projected at 2019-20 rate.

**#8550-Other State Revenue/Mandated Costs:** Projected at 2019-20 rate.

**#8560-Other State Revenue/Lottery:** Projected at 2019-20 rate.

**#8792-Special Education Revenue:** Projected at 2019-20 rate.

**#8674-Other Local Revenue/AFD:** Projecting \$775k.

**#8674-Other contributions:** Projected at 2019-20 rate.

**EXPENSES:**

**#1000-Certificated Salaries:** Reflective of \$57.5k for base rises.

**#2000-Classified Salaries:** Reflective of \$11.1k for base raises

**#3000-Benefits:** Reflective of any and all changes in certificated and classified salaries (CalPERS employer contribution increased to 22.7%, 10% increase to medical benefits, CalSTRS employer contribution increase to 18.4%).

**#4000-Books and Supplies:** Projected on 2019-20 expenses.

**#5000-Services and Other Operating Expenditures:**

- Increase due to services based on percentage of income received (management fees, county oversight) and increase in liability insurance.
- Anticipated decrease in legal expenses.

**#6000-Capital Outlay:** Depreciation expense at \$204k.



<p><b>Budget Assumptions for:</b> <b>2021-2022</b></p>
--

**REVENUE:**

**#8011-State Aid:** Projecting 571 students at a 96% attendance rate. Student breakdown: Grade 6 = 25; Grades 7-8 = 184; Grades 9-12 = 362.

**#8012-EPA:** Projected at \$323k.

**#8096-In Lieu Property taxes:** Projected at 2018-19 rate.

**#8181-Special Education Federal Revenue:** Projected at 2019-20 rate.

**#8550-Other State Revenue/Mandated Costs:** Projected at 2019-20 rate.

**#8560-Other State Revenue/Lottery:** Projected at 2019-20 rate.

**#8792-Special Education Revenue:** Projected at 2019-20 rate.

**#8674-Other Local Revenue/AED:** Projecting \$775k.

**#8674-Other contributions:** Projected at 2019-20 rate.

**EXPENSES:**

**#1000-Certificated Salaries:** Reflective of \$58.7k for base rises and \$65k for 1 FTE additional teacher for 6<sup>th</sup> grade.

**#2000-Classified Salaries:** Reflective of \$11.4k for base raises and \$25k for 0.5 FTE for diversity position.

**#3000-Benefits:** Reflective of any and all changes in certificated and classified salaries (CalPERS employer contribution increase to 24.6%, 10% increase to medical benefits, CalSTRS employer contribution decrease to 18.1%).

**#4000-Books and Supplies:** Projected higher based on increase in student numbers and addition of \$6,000 in free and reduced lunch student payments.

**#5000-Services and Other Operating Expenditures:** Increase due to services based on percentage of income received (management fees, county oversight).

**#6000-Capital Outlay:** Depreciation expense at \$204k.





## Budget Assumptions for: 2022-2023

### REVENUE:

#8011-State Aid: Projecting 571 students at a 96% attendance rate. Student breakdown: Grade 6 = 25; Grades 7-8 = 184; Grades 9-12 = 362.

#8012-EPA: Projected at \$323k.

#8096-In Lieu Property taxes: Projected at 2018-19 rate.

#8181-Special Education Federal Revenue: Projected at 2018-19 rate.

#8550-Other State Revenue/Mandated Costs: Projected at 2018-19 rate.

#8560-Other State Revenue/Lottery: Projected at 2018-19 rate.

#8792-Special Education Revenue: Projected at 2018-19 rate.

#8674-Other Local Revenue/AFD: Projecting \$785k with increase in number of students.

#8674-Other contributions: Projected at 2019-20 rate.

### EXPENSES:

#1000-Certificated Salaries: Reflective of \$61.2k for base raises.

#2000-Classified Salaries: Reflective of \$12.1k for base raises.

#3000-Benefits: Reflective of any and all changes in certificated and classified salaries (CalPERS employer contribution increased to 24.6%, 10% increase to medical benefits, CalSTRS employer contribution constant at 18.1%).

#4000-Books and Supplies: Projected higher based on increase in student numbers.

#5000-Services and Other Operating Expenditures: Increase due to services based on percentage of income received (management fees, county oversight).

#6000-Capital Outlay: Depreciation expense at \$204k.

**CHARTER SCHOOL  
MULTI-YEAR PROJECTION**

Charter School Name: Pacific Collegiate School  
 CDS #: 44-10447-4430252  
 Charter Approving Entity: Santa Cruz County Office of Education  
 County: Santa Cruz  
 Charter #: 0210  
 Report Period: July 1, 2019 - June 30, 2023

Description	Object Code	Totals for 2018-20	Totals for 2020-21	Totals for 2021-22	Totals for 2022-23
<b>A. REVENUES</b>					
1. LCFF Sources					
State Aid - Current Year	8011	1,618,479	1,765,992	2,109,275	2,282,698
Education Protection Account State Aid - Current Year	8012	104,832	104,832	109,632	109,632
State Aid - Prior Years	8019				
Transfers of Charter Schools in Lieu of Property Taxes	8096	3,133,935	3,133,935	3,133,935	3,133,935
Other LCFF Transfers	8091, 8097				
Total, LCFF Sources		4,857,246	5,004,759	5,352,842	5,526,265
2. Federal Revenues					
Every Student Succeeds Act (Titles I - V)	8290				
Special Education - Federal	8181, 8182	36,330	36,330	36,330	36,330
Child Nutrition - Federal	8220				
Donated Food Commodities	8221				
Other Federal Revenues	8110, 8260-8299				
Total, Federal Revenues		36,330	36,330	36,330	36,330
3. Other State Revenues					
Special Education - State	StateRevSE	287,943	287,943	287,943	287,943
All Other State Revenues	StateRevAO	140,626	140,626	140,626	140,626
Total, Other State Revenues		428,569	428,569	428,569	428,569
4. Other Local Revenues					
All Other Local Revenues	LocalRevAO	878,000	878,000	878,000	878,000
Total, Local Revenues		878,000	878,000	878,000	878,000
6. TOTAL REVENUES		6,200,145	6,347,658	6,695,741	6,869,164
<b>B. EXPENDITURES</b>					
1. Certificated Salaries					
Certificated Teachers' Salaries	1100	2,420,771	2,468,286	2,581,752	2,632,487
Certificated Pupil Support Salaries	1200				
Certificated Supervisors' and Administrators' Salaries	1300	424,165	434,138	444,376	454,855
Other Certificated Salaries	1900				
Total, Certificated Salaries		2,844,936	2,902,424	3,026,128	3,087,342
2. Non-certificated Salaries					
Non-certificated Instructional Aides' Salaries	2100				
Non-certificated Support Salaries	2200				
Non-certificated Supervisors' and Administrators' Sal.	2300				
Clerical and Office Salaries	2400	558,927	570,106	606,508	618,638
Other Non-certificated Salaries	2900	5,000	5,000	5,000	5,000
Total, Non-certificated Salaries		563,927	575,106	611,508	623,638
3. Employee Benefits					
STRS	3101-3102	478,789	534,046	547,729	558,809
PERS	3201-3202	111,212	129,414	149,201	157,134
QASDI / Medicare / Alternative	3301-3302	84,392	86,081	90,659	92,475
Health and Welfare Benefits	3401-3402	432,000	475,200	522,720	574,992
Unemployment Insurance	3501-3502	1,704	1,739	1,819	1,855
Workers' Compensation Insurance	3601-3602	42,952	43,817	45,834	46,758
OPEB, Allocated	3701-3702				
OPEB, Active Employees	3751-3752				
Other Employee Benefits	3901-3902				
Total, Employee Benefits		1,151,049	1,270,297	1,357,962	1,432,023

<b>4. Books and Supplies</b>					
Approved Textbooks and Core Curricula Materials	4100	16,960	16,960	17,703	17,703
Books and Other Reference Materials	4200	42,000	42,000	43,839	43,839
Materials and Supplies	4300	96,195	96,195	106,407	106,407
Noncapitalized Equipment	4400	42,525	42,525	44,387	44,387
Food	4700				
<b>Total, Books and Supplies</b>		<b>197,680</b>	<b>197,680</b>	<b>212,336</b>	<b>212,336</b>
<b>6. Services and Other Operating Expenditures</b>					
Subagreements for Services	5100	72,665	66,210	66,210	66,210
Travel and Conferences	5200				
Dues and Memberships	5300	16,845	16,845	16,845	16,845
Insurance	5400	16,000	25,000	25,000	25,000
Operations and Housekeeping Services	5500	94,506	94,506	94,506	94,506
Rentals, Leases, Repairs, and Noncap. Improvements	5600	539,257	539,257	539,257	539,257
Transfers of Direct Costs	5700-5799				
Professional/Consulting Services and Operating Expend.	5800	459,941	422,220	435,400	439,475
Communications	5900	36,700	36,700	36,700	36,700
<b>Total, Services and Other Operating Expenditures</b>		<b>1,235,914</b>	<b>1,200,738</b>	<b>1,213,918</b>	<b>1,217,993</b>
<b>8. Capital Outlay (Objects 6100-6170, 6200-6500 for mod. accrual basis)</b>					
Land and Improvements of Land	6100-6170				
Buildings and Improvements of Buildings	6200				
Books and Media for New School Libraries or Major Expansion of School Libraries	6300				
Equipment	6400				
Equipment Replacement	6500				
Depreciation Expense (for full accrual only)	6900	203,952	203,952	203,952	203,952
<b>Total, Capital Outlay</b>		<b>203,952</b>	<b>203,952</b>	<b>203,952</b>	<b>203,952</b>
<b>7. Other Outgo</b>					
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				
<b>Total, Other Outgo</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>8. TOTAL EXPENDITURES</b>		<b>6,197,458</b>	<b>6,350,197</b>	<b>6,625,804</b>	<b>6,777,284</b>
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPEND. BEFORE OTHER FINANCING SOURCES AND USES (A6-B8)</b>		<b>2,687</b>	<b>(2,539)</b>	<b>69,937</b>	<b>91,880</b>
<b>Description</b>	<b>Object Code</b>	<b>Totals for 2018-20</b>	<b>Totals for 2020-21</b>	<b>Totals for 2021-22</b>	<b>Totals for 2022-23</b>
<b>D. OTHER FINANCING SOURCES / USES</b>					
1. Other Sources	8930-8979				
2. Less: Other Uses	7630-7699				
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999				
<b>4. TOTAL OTHER FINANCING SOURCES / USES</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>		<b>2,687</b>	<b>(2,539)</b>	<b>69,937</b>	<b>91,880</b>
<b>F. FUND BALANCE, RESERVES</b>					
1. Beginning Fund Balance					
a. As of July 1	9791	4,954,470	4,957,157	4,954,618	5,024,555
b. Adjustments to Beginning Balance	9793, 9795	0	0	0	0
c. Adjusted Beginning Balance		4,954,470	4,957,157	4,954,618	5,024,555
2. Ending Fund Balance, June 30 (E + F.1.c.)		4,957,157	4,954,618	5,024,555	5,116,435
<b>Components of Ending Fund Balance</b>					
a. Nonspendable					
Revolving Cash	9711				
Stores	9712				
Prepaid Expenditures	9713				
All Others	9719				
b. Restricted	9740				

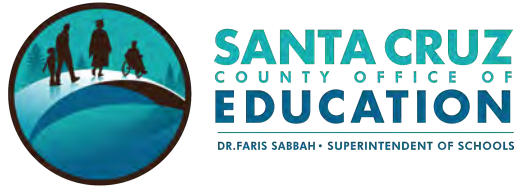


c. Committed					
Stabilization Arrangements	9750				
Other Commitments	9760				
d. Assigned					
Other Assignments	9780				
e. Unassigned/Unappropriated					
Reserve for Economic Uncertainties	9789				
Undesignated / Unappropriated Amount	9790	4,957,157	4,954,618	5,024,555	5,116,435

## 2019-20

[illegible]





## SANTA CRUZ COUNTY BOARD OF EDUCATION

### AGENDA ITEM

**Board Meeting Date:** Feb. 20, 2020

☒ X

**Action**



**Information**

**TO:** Santa Cruz County Board of Education

**FROM:** Dr. Faris Sabbah, County Superintendent of Schools

**SUBJECT:** Certification of Supervisors of Attendance

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#### BACKGROUND

Pursuant to Education Code 48245, the County Offices of Education must provide certification training for staff in school districts with ADA of 1,000 and more, and/or any appointed staff serving as supervisors of attendance.

Please see the following page for a list of participants who were certified at the training.

#### SUPERINTENDENT'S RECOMMENDATION FOR BOARD ACTION:

Approve the list of those who attended the Certification of Attendance Training.

#### FISCAL IMPLICATIONS:

None.

**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

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

**Certification of Supervisors of Attendance**

Pursuant to Education Code 48245, the County Offices of Education must provide certification training for staff in school districts with ADA of 1,000 and more, and/or any appointed staff serving as supervisors of attendance.

The certification training, outlined in detail in *Education Code* Section 48240, provides information, legal obligations, data review and best practices regarding keeping kids in school and addressing chronic absenteeism. The COE may have internal staff conduct the training, or ask the CDE. This year, we invited the CDE to conduct the training, and David Kopperud, Education Programs Consultant in the Educational Options Office of the CDE, provided a comprehensive overview of our county as well as state efforts regarding this topic on **January 29, 2020**.

To comply with this law, COE staff is asking for Board approval of the following list based on those who attended and successfully completed the training.

**Required School Districts:***Live Oak School District*

Shar Ames  
Elsa Chavez  
S. Diane Morey  
Rebecca Taylor

*Pajaro Valley Unified School District*

Rick Ito  
Letecia Oropeza  
Elsa Silva

*Santa Cruz City Schools*

Gail Atlansky  
Kelly McWaid  
Kim Prohaska

*San Lorenzo Valley Unified Schools District*

Sandi Reimer

*Scotts Valley Unified School District*

Neal Aratin  
Steve Hoy  
Maria Torchio Gauthier

*Soquel Union Elementary School District*

Berta Gomez  
Christina Hadreas  
Trisha Lee  
Lynn Nakao  
Eric Olsen  
Laurie Struckmeyer

**Not Required School Districts, but Completed Training:**

*Bonny Doon Elementary School District*

Mike Heffner

*Happy Valley Elementary School District*

Michelle McKinny

*Pacific Elementary School District*

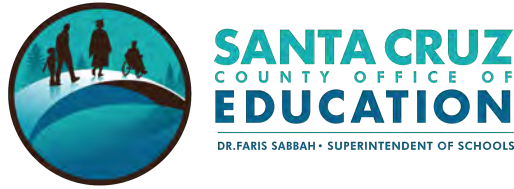
Eric Gross  
Hillary Redding

*Santa Cruz County Office of Education – Alternative Education/Student Support Services*

John Armstrong  
Lynn Bennett  
Kim Corneille  
Melissa Gomez  
Jennifer Izant Gonzales  
Michael Paynter  
Johnny Rice  
Denise Sony Sanson  
Dwayne Tait  
Molly Tierney  
Lisa Valiante

**\*Education Code Section 48245:**

In any district or districts with an average daily attendance of 1,000 or more school children, according to the annual school report of the last preceding school year, no district supervisor of attendance shall be appointed, unless he has been lawfully certificated for the work by the county board of education. (Enacted by Stats. 1976, Ch. 1010.)



## SANTA CRUZ COUNTY BOARD OF EDUCATION

### AGENDA ITEM

**Board Meeting Date:** Feb. 20, 2020

☒

**Action**

☐

**Information**

**TO:** Santa Cruz County Board of Education

**FROM:** Dr. Faris Sabbah, County Superintendent of Schools

**SUBJECT:** 2020-2021 Santa Cruz COE & Student Programs Calendars

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#### BACKGROUND

The Board will be asked to approve the 2020-2021 Santa Cruz COE and Student Programs calendars.

#### SUPERINTENDENT'S RECOMMENDATION FOR BOARD ACTION:

Approve calendars.

#### FISCAL IMPLICATIONS:

None.





## SANTA CRUZ COUNTY OFFICE OF EDUCATION

Dr. Faris M. Sabbah, Superintendent  
400 Encinal Street  
Santa Cruz, CA 95060

### 2020-2021 Santa Cruz County Office of Education School Calendar

2019 M T W TH F

July

			1	2	3
6	7	8	9	10	
13	14	15	16	17	
20	21	22	23	24	
27	28	29	30	31	

Aug.

3	4	5	6	7	
10	11	12	13	14	
17	18	19	20	21	
24	25	26	27	28	
31					

Sept.

	1	2	3	4	
7	8	9	10	11	
14	15	16	17	18	
21	22	23	24	25	
28	29	30			

Oct.

			1	2	
5	6	7	8	9	
12	13	14	15	16	
19	20	21	22	23	
26	27	28	29	30	

Nov.

2	3	4	5	6	
9	10	11	12	13	
16	17	18	19	20	
23	24	25	26	27	
30					






Dec.

	1	2	3	4	
7	8	9	10	11	
14	15	16	17	18	
21	22	23	24	25	
28	29	30	31		

#### NOTABLE DATES

July 3 - Independence Day  
Aug. 10 - Orientation Day  
Aug. 12 - First Student Day  
Sept. 7 - Labor Day  
Nov. 11 - Veterans Day  
Nov. 25, 27 - Board Holiday  
Nov. 26 - Thanksgiving Day  
Dec. 24 - Board Holiday  
Dec. 25 - Legal Holiday  
Dec. 31 - Board Holiday  
Jan. 1 - Legal Holiday  
Jan. 4 - First day of 2<sup>nd</sup> Semester  
Jan. 20 - ML King Jr. Day  
Feb. 8 - Lincoln's Birthday  
Feb. 15 - Presidents' Day  
May 31 - Memorial Day  
May 28 - Last Student Day

#### LEGEND

-  Legal Holiday
-  Board Holiday
-  Orientation  
Day/Teacher work  
day,
-  Winter/Spring Breaks
-  Start/End of the  
Semester

2020 M T W TH F

Jan.

					1
4	5	6	7	8	
11	12	13	14	15	
18	19	20	21	22	
25	26	27	28	29	

Feb.

	1	2	3	4	5
8	9	10	11	12	
15	16	17	18	19	
22	23	24	25	26	

Mar.

1	2	3	4	5	
8	9	10	11	12	
15	16	17	18	19	
22	23	24	25	26	
29	30	31			

Apr.

			1	2	
5	6	7	8	9	
12	13	14	15	16	
19	20	21	22	23	
26	27	28	29	30	

May

3	4	5	6	7	
10	11	12	13	14	
17	18	19	20	21	
24	25	26	27	28	
31					

June

	1	2	3	4	
7	8	9	10	11	
14	15	16	17	18	
21	22	23	24	25	
28	29	30			

Total School Days: 180  
Board Approved:





## SANTA CRUZ COUNTY OFFICE OF EDUCATION

Dr. Faris M. Sabbah, Superintendent

400 Encinal Street

Santa Cruz, CA 95060

### 2020-2021 Santa Cruz County Office of Education Student Programs Calendar

2019 M T W TH F

July

			1	2	3
6	7	8	9	10	
13	14	15	16	17	
20	21	22	23	24	
27	28	29	30	31	

Aug.

3	4	5	6	7	
10	11	12	13	14	
17	18	19	20	21	
24	25	26	27	28	
31					

Sept.

	1	2	3	4	
7	8	9	10	11	
14	15	16	17	18	
21	22	23	24	25	
28	29	30			

Oct.

			1	2	
5	6	7	8	9	
12	13	14	15	16	
19	20	21	22	23	
26	27	28	29	30	

Nov.

2	3	4	5	6	
9	10	11	12	13	
16	17	18	19	20	
23	24	25	26	27	
30					

Dec.

	1	2	3	4	
7	8	9	10	11	
14	15	16	17	18	
21	22	23	24	25	
28	29	30	31		

#### NOTABLE DATES

July 3 - Independence Day  
 Aug. 10 - Orientation Day  
 Aug. 12 - First Student Day  
 Sept. 7 - Labor Day  
 Nov. 11 - Veterans Day  
 Nov. 25, 27 - Board Holiday  
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 Dec. 24 - Board Holiday  
 Dec. 25 - Legal Holiday  
 Dec. 31 - Board Holiday  
 Jan. 1 - Legal Holiday  
 Jan. 4 - First day of 2<sup>nd</sup> Semester  
 Jan. 20 - ML King Jr. Day  
 Feb. 8 - Lincoln's Birthday  
 Feb. 15 - Presidents' Day  
 May 31 - Memorial Day  
 May 28 - Last Student Day

#### LEGEND



Legal Holiday



Board Holiday



Orientation  
 Day/Teacher work  
 day,



Winter/Spring Breaks



Start/End of the  
 Semester



Staff Development  
 (No School)

2020 M T W TH F

Jan.

					1
4	5	6	7	8	
11	12	13	14	15	
18	19	20	21	22	
25	26	27	28	29	

Feb.

	1	2	3	4	5
8	9	10	11	12	
15	16	17	18	19	
22	23	24	25	26	

Mar.

1	2	3	4	5	
8	9	10	11	12	
15	16	17	18	19	
22	23	24	25	26	
29	30	31			

Apr.

			1	2	
5	6	7	8	9	
12	13	14	15	16	
19	20	21	22	23	
26	27	28	29	30	

May

3	4	5	6	7	
10	11	12	13	14	
17	18	19	20	21	
24	25	26	27	28	
31					

June

	1	2	3	4	
7	8	9	10	11	
14	15	16	17	18	
21	22	23	24	25	
28	29	30			

Total School Days: 180  
 Total Teacher Days: 185  
 Board Approved:



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

## SANTA CRUZ COUNTY BOARD OF EDUCATION

### AGENDA ITEM

**Board Meeting Date:** Feb. 20, 2020

☒

**Action**

☐

**Information**

**TO:** Santa Cruz County Board of Education

**FROM:** Dr. Faris Sabbah, County Superintendent of Schools

**SUBJECT:** 2020-2021 Santa Cruz COE & Student Programs Calendars

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#### BACKGROUND

The Board will deliberate and vote on no more than two candidates on the 2020 Ballot for the Region 9A CSBA Delegate Assembly.

#### SUPERINTENDENT'S RECOMMENDATION FOR BOARD ACTION:

Vote on two candidates for the Region 9A CSBA Delegate Assembly ballot.

#### FISCAL IMPLICATIONS:

None.



***REQUIRES BOARD ACTION***

**Due: Mon. Mar. 16—return ballot in enclosed envelope**

February 4, 2020

**MEMORANDUM**

To: Region 9A — CSBA Member Boards  
From: Jamille Peters, Director, Executive Office  
Re: 2020 Ballot for CSBA Delegate Assembly — **U.S. Postmark Deadline is Mon. March 16**

---

Enclosed is the ballot material for election to CSBA’s Delegate Assembly from your region or subregion. It consists of: 1) the corrected ballot (on yellow paper), the reverse side of which contains the names of ALL current members of the Delegate Assembly from your region or subregion; and 2) the required candidate biographical sketch form and, if submitted, a resume. In addition, provided is a copy of the ballot on white paper to include with your board agenda. **Only the corrected ballot on yellow paper is to be completed and returned to CSBA. It must be postmarked by the U.S. Post Office on or before Monday, March 16, 2020.**

Your Board may vote for up to the number of vacancies in the region or subregion as indicated on the ballot. For example, if there are three vacancies, the Board may vote for up to three candidates. However, your Board may cast no more than one vote for any one candidate. (The ballot also contains a provision for write-in candidates; their name and district must be clearly printed in the space provided.)

The ballot must be signed by the Superintendent or Board Clerk and returned in the enclosed envelope; if the envelope is misplaced, you may use your district’s stationery. Please write **DELEGATE ELECTION** prominently on the envelope along with the region or subregion number on the bottom left corner of the envelope (this number appears at the top of the ballot).

If there is a tie vote, a run-off election will be held. All re-elected and newly elected Delegates will serve two-year terms beginning April 1, 2020 – March 31, 2022. The next meeting of the Delegate Assembly takes place on Saturday, May 16 and Sunday, May 17 at the Hyatt Regency in Sacramento. The names of all Delegates will be available on CSBA’s website no later than Wednesday, April 1. Please do not hesitate to contact CSBA’s Executive Office at (800) 266-3382 should you have any questions.

Encs: Corrected Ballot on yellow paper and watermarked “copy” of ballot on white paper  
List of all current Delegates on reverse side of ballot  
Candidate(s)’ required Biographical Sketch Forms and resumes, if provided  
CSBA-addressed envelope to send back ballots

## **REGION 9 – 8 Delegates (8 elected)**

**Director: Tami Gunther (Atascadero USD)**

**Below are the current Delegates and their terms (as of January 31, 2020).**

### **Subregion 9-A (San Benito, Santa Cruz)**

Phil Rodriguez (Soquel Union ESD), term expires 2020

Deborah Tracy-Proulx (Santa Cruz City Schools), term expires 2020

George Wylie (San Lorenzo Valley USD), term expires 2021

### **Subregion 9-B (Monterey)**

Sonia Jaramillo (Gonzales USD), term expires 2020

Vacant, term expires 2021

### **Subregion 9-C (San Luis Obispo)**

Mark Buchman (San Luis Coastal USD), term expires 2020

Vicki Meagher (Lucia Mar USD), term expires 2021

### **County Delegate:**

Rose Filicetti (Santa Cruz COE), term expires 2021

## **Counties**

San Benito, Santa Cruz (Subregion A)

Monterey (Subregion B)

San Luis Obispo (Subregion C)

## Delegate Assembly Biographical Sketch Form for 2020 election

***DUE: Tuesday, January 7, 2020 – no late submissions accepted***

Please complete, sign, and date this required biographical sketch form. An optional, ONE-page, single-sided, résumé may also be submitted. Please do not state "see résumé" and do not re-type this form. It is the candidate's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office, call 800.266.3382 or email at [nominations@csba.org](mailto:nominations@csba.org).

***Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.***

**Signature:**  **Date:** 1/05/07

Name: Deborah Tracy-Proulx CSBA Region & subregion #: 9A  
District or COE: Santa Cruz City Schools Years on board: 10  
Profession: Reference Specialist Contact Number (please check ☒ Cell ☐ Home ☐ Bus.): (831) 251-0943  
\*Primary E-mail: dtracyproulx@sccs.net  
(\*Communications from CSBA will be sent to primary email)  
Are you an incumbent Delegate? ☒ Yes ☐ No | If yes, year you became Delegate: 2014

**Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.**

Please see attached

**Please describe your activities and involvement on your local board, community, and/or CSBA.**

Please see attached

**What do you see as the biggest challenge facing governing boards and how can CSBA help address it?**

Please see attached

**Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.**

When I initially became a delegate, my main focus was on how the new LCCF model would affect ELL and FREL students in my district as well as statewide. Through a few years of LCAP, I have seen the important impact of community engagement on district and budget planning. I would like to continue to collaborate with colleagues across the state on better ways to engage our communities in this important work. I am committed to continuing to address equity issues, particularly those facing our LGBTQI students, and I am also very passionate about pushing forward a legislative agenda that addresses school funding in our state. I would like to continue to serve a delegate in order to focus on funding issues and help CSBA influence legislation. I bring to the DA my 5 years experience as a delegate and committee member, and 10 years as a board member with 3 terms board president. Skills I feel most relevant are my diplomacy, decisiveness, and ability to build consensus.

**Please describe your activities and involvement on your local board, community, and/or CSBA.**

Over the course of my 10 years on our board I have served on our district's Wellness Committee and was instrumental in bringing Playworks programming into our elementary schools; I initiated and served on our Technology Task Force; I currently serve on the SCCS/City of Santa Cruz collaborative committee, and through those relationships was able to secure emergency funding to pay for trauma counseling for elementary students impacted by ICE raids in our community; as board president I initiated and co-authored a gun control resolution that was used as a model by other districts in the state; and I have served as president of the Santa Cruz County School Boards Association. As a delegate, I have attended all assemblies that have been held during my tenure; I attended the 2016 CSBA Leadership Summit; I regularly attend Legislative Action Days; I am a graduate of Masters in Governance; I served on the 2018 CSBA AEC Planning Committee; I have facilitated AEC sessions and served on an AEC panel; I served on CSBA's Legislative Committee in 2019 and was invited to and am serving on the committee again in 2020. As a community member I served on a mayor's ad hoc public safety task force, representing the interest of our local public schools; I am on the executive committee of the Democratic Women's Club of Santa Cruz County, and I am currently a public library commissioner.

**What do you see as the biggest challenge facing governing boards and how can CSBA help address it?**

School funding continues to be the overarching and invasive factor in all challenges facing boards today. I am very proud of the hard work CSBA did to repeal the reserve cap. Now it needs to continue its focus on a full and fair funding tax initiative as well as educating the public about how low CA ranks nationally in per-pupil spending. One way that CSBA can help get our message to the public and to our legislators is to complete hiring of all Public Affairs & Community Engagement Representatives (PACERS) for every region. These government liaisons to local boards, key decision-makers, and the community-at-large are essential in assisting as well as educating boards on how to use our power as elected officials to get our students the funding they deserve.



## Delegate Assembly Biographical Sketch Form for 2020 election

***DUE: Tuesday, January 7, 2020 – no late submissions accepted***

Please complete, sign, and date this required biographical sketch form. An optional, ONE-page, single-sided, résumé may also be submitted. Please do not state “see résumé” and do not re-type this form. It is the candidate’s responsibility to confirm that all nomination materials have been received by the CSBA Executive Office, call 800.266.3382 or email at [nominations@csba.org](mailto:nominations@csba.org).

***Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.***

**Signature:** 

**Date:** 

Name: Karen Osmundson CSBA Region & subregion #: 9A  
District or COE: Pajaro Valley Unified School District Years on board: 15  
Profession: Solar Sales Contact Number (please check ☒ Cell ☐ Home ☐ Bus.): 831-521-4854  
\*Primary E-mail: Karen\_Osmundson@pvusd.net  
(\*Communications from CSBA will be sent to primary email)  
Are you an incumbent Delegate? ☐ Yes ☒ No | If yes, year you became Delegate: \_\_\_\_\_

**Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.**

I have had profound impact as a veteran bilingual Board Member of 15 years bringing community voice and student-centered decision making to the Pajaro Valley Unified School District and the Santa Cruz County. As the Past President, I was able to ensure that all Board Members worked collaboratively to bring innovative and purposeful initiatives to the District which resulted in both local and national recognition for improved student achievement and equity. I am a passionate leader, good listener and have an excellent work ethic to be an effective representative for my region in the Delegate.

**Please describe your activities and involvement on your local board, community, and/or CSBA.**

For over 15 years, I have been the Board Representative on several crucial Board Committees including District English Learner Advisory Council, Migrant Seasonal Head Start, Adult Education Consortium and many more. Through those monthly committees, I am responsible for providing Board perspective, bringing back important information to the Board and training the Board with yearly updates. I have been the sitting President and member of the Agenda Setting Committee. I am very active community member in unions, politics and civic leadership. I attend various CSBA conferences throughout the year.

**What do you see as the biggest challenge facing governing boards and how can CSBA help address it?**

The biggest challenge facing governing boards is the rising costs of health and welfare and retirement benefits, and increasing special education and transportation costs coupled with flat funding and the need to provide staff with salary increases so they make a livable wage in our expensive region. We need CSBA and fellow governing boards to urge legislature, Governor Newsom and voters to increase the amount of on-going, stable funding provided to school districts. CSBA can catalyze a conversation with school district management and labor organizations so that we all work collaboratively to solve the funding issue and reduce ineffective and costly strikes.

Submit biographical sketch form only once, do not send multiple times. E-mail: [nominations@csba.org](mailto:nominations@csba.org), or fax to (916) 371-3407, or US Mail to: CSBA Exec. Office | Attn: DA Elections | 3251 Beacon Blvd., West Sacto, CA 95691 by the deadline: Tues. Jan. 7, 2020.

## Delegate Assembly Biographical Sketch Form for 2020 election

**DUE: Tuesday, January 7, 2020 – no late submissions accepted**

Please complete, sign, and date this required biographical sketch form. An optional, ONE-page, single-sided, résumé may also be submitted. Please do not state "see résumé" and do not re-type this form. It is the candidate's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office, call 800.266.3382 or email at [nominations@csba.org](mailto:nominations@csba.org).

**Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.**

Signature: 

Date: 12/18/19

Name: Phil Rodriguez

CSBA Region & subregion #: 9A

District or COE: Soquel Union ESD

Years on board: 7

Profession: Consultant

Contact Number (please check ☐ Cell ☒ Home ☐ Bus.): 831-465-1711

\*Primary E-mail: prodriguez@suesd.org

(\*Communications from CSBA will be sent to primary email)

Are you an incumbent Delegate? ☒ Yes ☐ No | If yes, year you became Delegate: 2016

**Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.**

I am an advocate for public schools and want every child to succeed. The Delegate Assembly is an excellent forum for board members to share best practices and build networks. The future of public education will be intensely challenging, having a strong network of fellow public education leaders will be invaluable.

This is my second time on this school board with a total of 13 years of service. I am a fund accounting consultant, specializing in government and nonprofit accounting. The annual budget, interim budgets and annual audit are areas where I apply my expertise. I am a graduate of the CSBA Masters in Governance program and a former member of the CSBA Small Schools committee.

**Please describe your activities and involvement on your local board, community, and/or CSBA.**

I am a past president of my board. Before my board service I was a member and president of the Capitola Elementary School Site Council. I also served on the district budget advisory committee.

I have served as a board member with the Friends of the Santa Cruz Public Libraries, Access2Employment, Arbor Cove Senior Housing and currently as the Executive Director of the Profile Job Club. Access2Employment is a nonprofit that sponsors the annual Santa Cruz Job Fair. Arbor Cove is an affordable housing complex for senior citizens and Profile is a job club focused on assisting professionals with their job search. One of my focus areas is youth employment. I am a graduate of the Leadership Santa Cruz County program. I've been a Cub Scout, Little League, Soquel Music Foundation, Balance 4Kids and Red Cross volunteer. I am a member of the regional K12 Strong Workforce consortia.

**What do you see as the biggest challenge facing governing boards and how can CSBA help address it?**

The greatest immediate challenge is to develop an adequate funding source for staff retention and retirement programs. We also need to find a way to assist staff trying to secure affordable housing. On a local level, I suggest that each of you write a letter to STRS/PERS asking them to invest in affordable housing for their members. CSBA can help carry the message.

Another area of concern is inadequate funding for CTE programs and facilities. California needs to improve and fix infrastructure, it would be great if Californians could do that work. CSBA can help on the funding side by working with the CDE, the California Community College Chancellor's Office (CCCCO), governor and legislators to make career readiness a priority. CSBA can also help by conducting a study of GenZ, our students, to help us plan our educational programs to meet their needs.

Submit biographical sketch form only once, do not send multiple times. E-mail: [nominations@csba.org](mailto:nominations@csba.org) or fax to (916) 371-3407, or US Mail to: CSBA Exec. Office | Attn: DA Elections | 3251 Beacon Blvd., West Sacto, CA 95691 by the deadline: Tues. Jan. 7, 2020.



## Delegate Assembly Biographical Sketch Form for 2020 election

***DUE: Tuesday, January 7, 2020 – no late submissions accepted***

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***Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.***

Signature: \_\_\_\_\_

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

Name: Roger Snyder

CSBA Region & subregion #: 9/9A

District or COE: Scotts Valley Unified

Years on board: 3

Profession: VP of Marketing

Contact Number (please v ☐ Cell ☒ Home ☐ Bus.): 831-345-3470

\*Primary E-mail: rsnyder@scottsvalleysd.org

(\*Communications from CSBA will be sent to primary email)

Are you an incumbent Delegate? ☐ Yes ☒ No | If yes, year you became Delegate: \_\_\_\_\_

**Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.**

I am very interested in becoming a Delegate to help bring the challenges and perspectives of a small District with a 12% UPP to the conversations the Assembly has regarding sustainable, sufficient funding. As a parent of 4 public school daughters, and a Marketing professional of 25+ years, I can contribute valuable perspectives, marketing expertise, and strategic thinking to the Delegate Assembly. I want to help CSBA advance its agenda in Sacramento to finally secure sustainable funding for our schools, so all students have the best opportunity to learn and become great citizens.

**Please describe your activities and involvement on your local board, community, and/or CSBA.**

- \* Executive team member of the citizens committee that passed a parcel tax in Nov. 2012 to provide stop-gap funding to prevent devastating teacher cuts during the great recession.
- \* Executive team member of the citizens committee that passed a bond measure to rebuild our aging Middle School in 2014.
- \* Board VP, Board President, and sub-committee member: Finance, Parcel Tax, Joint City/Schools
- \* Board member and volunteer on the citizens committee that passed a parcel tax in Nov. 2018.

**What do you see as the biggest challenge facing governing boards and how can CSBA help address it?**

Governing boards face the constant threat of inconsistent and insufficient funding to meet the ever rising tide of unfunded mandates from Sacramento. While each District faces different challenges in raising student achievement, and keeping our students safe, well-rounded, and psychologically healthy, many Districts face this common problem of not having a sustainable source of sufficient funding. I would like to help CSBA raise the awareness of the average CA voter to understand this crisis so that the State Legislature and Governor are forced to finally properly fund our schools.

Submit biographical sketch form only once, do not send multiple times. E-mail: [nominations@csba.org](mailto:nominations@csba.org), or fax to (916) 371-3407, or US Mail to: CSBA Exec. Office | Attn: DA Elections | 3251 Beacon Blvd., West Sacto, CA 95691 by the deadline: Tues. Jan. 7, 2020.

**REQUIRES BOARD ACTION**

This completed **ORIGINAL** Ballot must be **SIGNED** by the Superintendent or Board Clerk and returned in the enclosed envelope postmarked by the U.S. post office no later than **MONDAY, MARCH 16, 2020**.

Only ONE Ballot per Board. Be sure to mark your vote "X" in the box.

*A PARTIAL, UNSIGNED, PHOTOCOPIED, OR LATE BALLOT WILL NOT BE VALID.*

CORRECTED OFFICIAL 2020 DELEGATE  
ASSEMBLY BALLOT SUBREGION 9-A  
(San Benito, Santa Cruz Counties)

(Vote for no more than 2 candidates)

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*Delegates will serve two-year terms beginning April 1, 2020 – March 31, 2022*

*\*denotes incumbent*

- ☐ Karen Osmundson (Pajaro Valley USD)
- ☐ Phil Rodriguez (Soquel Union ESD)\*
- ☐ Roger Snyder (Scotts Valley USD)
- ☐ Deborah Tracy-Proulx (Santa Cruz City Schools)\*

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*Provision for Write-in Candidate Name*

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*School District*

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*Signature of Superintendent or Board Clerk*

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*Title*

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*School District*

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*Date of Board Action*

This completed **ORIGINAL** Ballot must be **SIGNED** by the Superintendent or Board Clerk and returned in the enclosed envelope postmarked by the U.S. post office no later than **MONDAY, MARCH 16, 2020**. Only

*See reverse side for a current list of all Delegates in your Region.*



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

## SANTA CRUZ COUNTY BOARD OF EDUCATION

### AGENDA ITEM

**Board Meeting Date:** Feb. 20, 2020

☒

**Action**

☐

**Information**

**TO:** Santa Cruz County Board of Education

**FROM:** John Rice, Senior Director, Alternative Education

**SUBJECT:** Board Policy 5137 regarding Positive School Climate

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#### BACKGROUND

The board will be asked to adopt Board Policy 5137 on Positive School Climate. Approval of this Board Policy is a requirement of the School Safety Plans.

#### SUPERINTENDENT'S RECOMMENDATION FOR BOARD ACTION:

Adopt BP 5137.

#### FISCAL IMPLICATIONS:

None.

**Santa Cruz  
County  
Board of  
Education**

Board Policy  
BP 5137  
Students

**Positive School Climate**

\*\*\*Note: The following optional policy may be revised to reflect district practice.\*\*\*

The Governing Board desires to enhance student learning by providing an orderly, caring, and nurturing educational and social environment in which all students can feel safe and take pride in their school and their achievements. The school environment should be characterized by positive interpersonal relationships among students and between students and staff.

(cf. 0410 - Nondiscrimination in District Programs and Activities)  
(cf. 3515 - Campus Security)  
(cf. 3515.2 - Disruptions)  
(cf. 5030 - Student Wellness)  
(cf. 5131.4 - Student Disturbances)  
(cf. 5142 - Safety)  
(cf. 5145.3 - Nondiscrimination/Harassment)

All staff are expected to serve as role models for students by demonstrating positive, professional attitudes and respect toward each student and other staff members. Teachers shall use effective classroom management techniques based on clear expectations for student behavior.

(cf. 4119.21/4219.21/4319.21 - Professional Standards)

Staff shall consistently enforce Board policies and regulations which establish rules for appropriate student conduct, including prohibitions against bullying, cyberbullying, harassment of students, hazing, other violence or threats of violence against students and staff, and drug, alcohol, and tobacco use.

(cf. 0450 - Comprehensive Safety Plan)  
(cf. 3513.3 - Tobacco-Free Schools)  
(cf. 4020 - Drug and Alcohol-Free Workplace)  
(cf. 5131 - Conduct) (cf. 5131.1 - Bus Conduct)  
(cf. 5131.6 - Alcohol and Drugs)  
(cf. 5131.7 - Weapons and Dangerous Instruments)  
(cf. 5136 - Gangs)  
(cf. 5144 - Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process)  
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))  
(cf. 5145.2 - Freedom of Speech/Expression)  
(cf. 5145.7 - Sexual Harassment)  
(cf. 5145.9 - Hate-Motivated Behavior)

The district's curriculum shall include age-appropriate character education which includes, but is not limited to, the principles of equality, human dignity, mutual respect, fairness, honesty, and citizenship. Teachers are encouraged to employ cooperative learning strategies that foster positive interactions in the classroom among students from diverse backgrounds.

(cf. 5131.9 - Academic Honesty)  
(cf. 6141 - Curriculum Development and Evaluation)  
  
(cf. 6142.3 - Civic Education)  
(cf. 6142.4 - Service Learning/Community Service Classes)  
(cf. 6142.92- History-Social Science Instruction)  
(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

The Superintendent or designee may develop other strategies to enhance students' feelings of connectedness with the schools, such as campus beautification projects, graffiti removal, development of extracurricular activities and after-school programs, pairing of adult mentors with individual students, recognition of student achievement, and encouragement of strong family and community involvement in the schools.

(cf. 1240 - Volunteer Assistance)  
(cf. 5126 - Awards for Achievement)  
(cf. 5131.5 - Vandalism and Graffiti)  
(cf. 5148.2 - Before/After School Programs)  
(cf. 6020 - Parent Involvement)  
(cf. 6145 - Extracurricular and Cocurricular Activities)  
(cf. 6145.5 - Student Organizations and Equal Access)

Students shall have opportunities to voice their concerns about school policies and practices and to share responsibility for solving problems that affect their school.

The schools shall promote nonviolent conflict resolution techniques in order to encourage attitudes and behaviors that foster harmonious relations. As part of this effort, students shall be taught the skills necessary to reduce violence,

including communication skills, anger management, bias reduction, and mediation skills.

(cf. 5138 - Conflict Resolution/Peer Mediation)

(cf. 6164.2 - Guidance/Counseling Services)

Staff shall receive professional development designed to improve classroom management, conflict resolution techniques, and communications with students and parents/guardians including persons of diverse backgrounds.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

#### Legal Reference:

##### EDUCATION CODE

233-233.8 Hate violence prevention

32280-32289 School safety plans

32295.5 Teen court programs

35181 Governing board policy on responsibilities of students

35291-35291.5 Rules

44807 Teachers' duty concerning conduct of students

48900-48925 Suspension and expulsion

#### Management Resources:

##### CSBA PUBLICATIONS

Cyberbullying: Policy Considerations for Boards, Policy Brief, July 2010

##### CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Bullying at School, 2003 Creating Safe and Drug-Free Schools: An Action Guide, 1996

##### U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Preventing Bullying: A Manual for Schools and Communities, 1998 WEB SITES CSBA: <http://www.csba.org>

California Department of Education, Learning Support: <http://www.cde.ca.gov/ls> National School Safety Center:

<http://www.schoolsafety.us> U.S. Department of Education, Office of Safe and Healthy Students:

<https://www2.ed.gov/about/offices/list/oese/oshs>

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## SANTA CRUZ COUNTY BOARD OF EDUCATION

### AGENDA ITEM

**Board Meeting Date:** Feb. 20, 2020

☒

Action



Information

**TO:** Santa Cruz County Board of Education

**FROM:** Megan Tresham, Principal, Santa Cruz County Cypress Charter High School

**SUBJECT:** Cypress High School Use of GoFundMe

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### BACKGROUND

Cypress Charter High School is requesting permission to use the online crowdfunding platform, [gofundme.com](https://www.gofundme.com), to raise money for a team of 5 students and 2 teachers to travel to the National Ethics Bowl Championships in Chapel Hill, North Carolina April 16-20, 2020. This platform would allow Cypress to accept credit card donations from parties interested in supporting the team of students so that payments would be made directly to Cypress' COE bank accounts. No money would pass through personal accounts.

### SUPERINTENDENT'S RECOMMENDATION FOR BOARD ACTION:

Approve the request to use GoFundMe.

### FISCAL IMPLICATIONS:

Explained within the presentation.



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## SANTA CRUZ COUNTY BOARD OF EDUCATION

### AGENDA ITEM

**Board Meeting Date:** Feb. 20, 2020

☒

Action



Information

**TO:** Santa Cruz County Board of Education

**FROM:** Bruce Van Allen, Member, Community Outreach & Legislative Committee

**SUBJECT:** Resolution #20-03 in Support of Student and School Climate Action

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#### BACKGROUND

The Board will be asked to approve Resolution #20-03 In Support of Student and School Climate Action in response to climate change.

#### SUPERINTENDENT'S RECOMMENDATION FOR BOARD ACTION:

Adopt Resolution #20-03.

#### FISCAL IMPLICATIONS:

None.





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

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## **RESOLUTION #20-03**

### **In Support of Student and School Climate Action**

**WHEREAS**, the Santa Cruz County Board of Education recognizes and honors the foresight of the young generation and their valid apprehension of a future drastically diminished by climate change from the world adults today enjoy; and

**WHEREAS**, the Santa Cruz County Board of Education is on record encouraging national, state, and local action to mitigate climate impacts and to implement responses for coping with climate change effects already impacting school communities including in Santa Cruz County; and

**WHEREAS**, the Santa Cruz County Board of Education encourages all schools to incorporate climate awareness and information in educational opportunities at all grade levels; and

**WHEREAS**, student awareness of the causes and impacts of climate change may encompass environmental, scientific, cultural, and economic subject matter; and

**WHEREAS**, the Santa Cruz County Board of Education believes that students, schools, and the broader society would benefit from deep inclusion of climate-related inquiry in subjects covered in school curricula; and

**WHEREAS**, students in local schools wish to engage in society's process of reducing its climate impacts, and to have their voices heard regarding the pace and extent of changes needed; and

**WHEREAS**, both students and adults concerned about climate change have recognized that climate impacts, as well as some proposed responses to climate change, have a disproportionate negative impact on the lives of poor and disenfranchised communities, including in Santa Cruz County; and

**WHEREAS**, in recent years student leadership has emerged with a sense of urgency over the need for people and institutions in all sectors of society to accelerate actions to reduce climate impacts and injustices; and

**WHEREAS**, students, on their own initiative, have adopted climate justice walkouts and other peaceful actions as a way that their voices and their desires for meaningful action can be heard and recognized, overcoming a history of ignoring or discounting the views of young people; and

**Santa Cruz County Board of Education**

Resolution #20-03 in Support of Student and School Climate Action

February 20, 2020

**WHEREAS**, the Santa Cruz County Board of Education wishes to see local schools support the initiative and commitment of students to participate in solutions to climate change, with the maximum value for education, including social and emotional aspects of growing up facing the climate crisis, along with the scientific, socio-economic, and cultural dimensions of climate change; and

**WHEREAS**, the Santa Cruz County Board of Education believes that the best educational environment is achieved when students feel supported by their teachers and school staff, and when students' own motivation is the basis for their learning process;

**NOW, THEREFORE**, the Santa Cruz County Board of Education hereby resolves to encourage local schools and the broader educational community to adopt a supportive stance toward student climate action, and to seek ways to incorporate educational goals and requirements to complement student initiatives; and

**BE IT FURTHER RESOLVED**, that the Santa Cruz County Board of Education encourages local schools to avoid confrontation or discouragement of peaceful student activism, while maintaining educational progress and safety for all; and

**BE IT FURTHER RESOLVED**, that the Santa Cruz County Board of Education encourages local school administrations to support their teachers in finding constructive educational opportunities for students motivated to activism, including field trips open to all ages and grade levels;

**BE IT FURTHER RESOLVED**, that the Santa Cruz County Board of Education encourages local school administrations to assure that students are not penalized or discouraged from participation in peaceful climate activism, including climate justice walkouts and other activities they may initiate; and

**BE IT FURTHER RESOLVED**, that the Santa Cruz County Board of Education encourages local teachers and administrators to maintain clear and neutral communications with students' parents and guardians covering permissions to leave school in peaceful organized actions, procedures for joining field trips related to climate change, and assurance that students of all backgrounds, socio-economic status, and age/grade level are allowed and encouraged to participate; and

**BE IT FURTHER RESOLVED**, that the Santa Cruz County Board of Education strongly discourages actions by local school administrators, staff, or teachers to dissuade or discourage parents/guardians from supporting their students in school-centered activities around climate change, and instead encourages the educational community to welcome and integrate family involvement in deriving the maximum possible academic and social-emotional growth from students' desires to make a difference for the world's climate.

**Santa Cruz County Board of Education**

Resolution #20-03 in Support of Student and School Climate Action

February 20, 2020

**ADOPTED**      This 20<sup>th</sup> day of February 2020 by the following VOTE:

Ayes:

Nays:

Abstentions:

Absent:

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**Sue Roth, President**

Santa Cruz County Board of Education

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**Dr. Faris Sabbah, Secretary**

Santa Cruz County Board of Education County

Superintendent of Schools



## SANTA CRUZ COUNTY BOARD OF EDUCATION

### AGENDA ITEM

**Board Meeting Date:** Feb. 20, 2020

☒

**Action**



**Information**

**TO:** Santa Cruz County Board of Education

**FROM:** Mary Hart, Deputy Superintendent, Business Services

**SUBJECT:** Resolution #20-04 regarding Short-Term Cash Loans to Santa Cruz County School Districts

### BACKGROUND

Under Education Codes 42621 and 42622, County Offices of Education have the authority, with governing board approval, to make short-term cash loans to school districts that may not meet their cash-flow needs.

### SUPERINTENDENT'S RECOMMENDATION FOR BOARD ACTION:

Approve Resolution #20-04.

### FISCAL IMPLICATIONS:

The Superintendent recommends that the Board adopt Board Resolution No. 18-\_\_\_\_. This Resolution, pursuant to Education Code (E.C.) 42621 and E.C. 42622, is to allow the Superintendent to loan from the Santa Cruz County School Service Fund to the various individual school districts in Santa Cruz County experiencing a cash-flow emergency. The amount to be allowed for loaning is capped at \$5,000,000 on a first-come first-served basis. If there is a critical need to increase this cap the Superintendent will bring to the board a request for an increase in the cap. Any use of this authorization is to provide a temporary "bridge loan" during fiscal year (FY) 2019-20

that addresses a school district's realized/projected cash shortfall that would otherwise cause a district to not meet an immediate financial obligation and that would negatively impact payroll processing for district employees.

Any school district requesting and approved for a SCCOE bridge loan will be obligated to repay the SCCOE fully and with a pro-rated daily interest rate equivalent to the rate that would be otherwise accrued by funds held in the Santa Cruz County Treasury.

Re-payment of cash by the borrowing district will be made from a regularly-scheduled apportionment from the State of California during FY 2019-20 or 2020-21.



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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**

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**RESOLUTION #20-04**  
**regarding Temporary Short-Term Cash Loans to Santa Cruz County School Districts**

**WHEREAS**, Education Code (EC) 42621 and 42622 allow “the county superintendent of schools of each county with the approval of the County Board of Education, may make temporary transfers to any school district which does not have sufficient money to its credit to meet current operating expenses from the county school service fund, in such amounts and at such times as he deems necessary. Such transfers shall not exceed 85 percent of the amount of money accruing to the school district at the time of transfer. The amounts so transferred shall be repaid to the county school service fund from any funds subsequently received by the school district”; and

**WHEREAS**, Repayment of any temporary “bridge loan” authorized by this Resolution may be required during the current fiscal year in conformance with EC 42621, unless otherwise agreed upon by SCCOE and in conformance with EC 42622; and, the COE may make the transfer to repay any temporary “bridge loan” from the first available funds received by the district; and

**WHEREAS**, EC 42622 allows the county superintendent of schools, with approval of the County Board of Education, to “make an apportionment to a school district from the county school service fund conditional upon the repayment to the fund during the next succeeding fiscal year of the amount apportioned to the district and shall, during the next succeeding fiscal year, transfer the amount of such apportionment from the general fund of the district to the county school service fund”; and

**WHEREAS**, The total of all loans by the Santa Cruz County Superintendent of Schools, pursuant to this Resolution, shall be approved by the County Office of Education’s Chief Business Official based on verified need and only for the amount needed by a district in addition the total amount available for distribution to all districts without additional board approval is \$5,000,000; the funds will be distributed on a first-come first-served basis; and

**NOW THEREFORE, BE IT RESOLVED**, that the Santa Cruz County Board of Education hereby authorizes the Santa Cruz County Superintendent of Schools to loan to school districts who met the criteria established above, to be repaid with interest pursuant to this Resolution or EC 42621 or EC 42622 as determined and agreed upon, with no administrative fee to be imposed.

**Santa Cruz County Board of Education**

Resolution #20-04 regarding Temporary Short-Term Cash Loans to Districts  
February 20, 2020

**ADOPTED**      This 20<sup>th</sup> day of February 2020 by the following VOTE:

Ayes:

Nays:

Abstentions:

Absent:

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**Sue Roth, President**

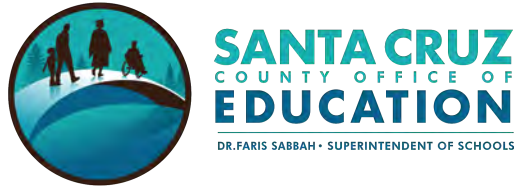
Santa Cruz County Board of Education

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**Dr. Faris Sabbah, Secretary**

Santa Cruz County Board of Education County  
Superintendent of Schools



## SANTA CRUZ COUNTY BOARD OF EDUCATION

### AGENDA ITEM

**Board Meeting Date:** Feb. 20, 2020

☒

**Action**



**Information**

**TO:** Santa Cruz County Board of Education

**FROM:** Mary Hart, Deputy Superintendent, Business Services

**SUBJECT:** Schedule a Special Board Meeting to Comply with the Local Control Accountability (LCAP) Requirements

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### BACKGROUND

The Board may schedule a Special Board Meeting on June 25, 2020, to comply with Education Code 52062(b)(2), which requires the Board to adopt an LCAP or annual update to the LCAP in a public meeting after, but not the same day as, the public hearing. This meeting shall be the same meeting in which the Governing Board adopts a budget.

### SUPERINTENDENT'S RECOMMENDATION FOR BOARD ACTION:

Schedule Special Board Meeting for June 25, 2020.

### FISCAL IMPLICATIONS:

None.





**SANTA CRUZ**  
COUNTY OFFICE OF  
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## SANTA CRUZ COUNTY BOARD OF EDUCATION

### AGENDA ITEM

**Board Meeting Date:** Feb. 20, 2020

☐

Action

☒

Information

**TO:** Santa Cruz County Board of Education

**FROM:** Board Policy Committee

**SUBJECT:** BP 9250 regarding Compensation and Reimbursements

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#### BACKGROUND

The committee will provide recommended changes, if any, to the Board regarding Board Policy 9250 regarding Compensation and Reimbursement for Board Expenses.

#### SUPERINTENDENT'S RECOMMENDATION FOR BOARD ACTION:

Receive and consider recommendations.

#### FISCAL IMPLICATIONS:

To be determined.

**Bylaws of the Board**  
**Compensation/Reimbursement For Expenses**

**BB 9250**

The Santa Cruz County Board of Education and the Santa Cruz County Office of Education recognize that participation in and attendance at conferences, seminars, workshops and education related meetings is a primary means of affording Board trustees the opportunity to update necessary skills and to network with other professionals.

**COMPENSATION**

Each member of the County Board of Education who actually attends the regularly scheduled board meetings held in any calendar month shall receive as compensation for his or her services a sum not to exceed two hundred dollars (\$200) per month (E.C. 1090(a)(4)).

A member of the County Board of Education may be paid for any meeting for which he or she is absent if the Board by resolution duly adopted and included within its minutes finds that at the time of the meeting the absent board member was performing services outside the meeting on behalf of the Board, he or she was ill or on jury duty, or the absence was due to a hardship deemed acceptable by the Board. (E.C.1090(d)).

Each member of the Santa Cruz County Board of Education who uses his or her privately owned automobile in the discharge of necessary official duties as a member of the County Board of Education, shall be allowed the same mileage reimbursement rate as that allowed to employees of the County Office of Education who use privately owned vehicles in the performance of their duties for the County Office of Education. (E.C.1090(e)).

Board members are encouraged to be involved in other community and education-related activities, committees and organizations; however, only mileage expenses are reimbursable.

**TRAVEL AND CONFERENCE EXPENSES**

The Board shall be reimbursed for any actual and necessary, preapproved travel expenses incurred in the course of their duties upon submission of original itemized receipts (E.C. 1081). Travel includes attendance at any of the following: workshop, seminar, convention, conference or other meeting of benefit to the County Office of Education. The County Board of Education may select a member or members of the Board to attend meetings or conventions of any society, association or organization for which the Board has subscribed for membership. (E.C. 1096)

An amount not to exceed \$2,000.00 shall be available each fiscal year to each member of the Board for conference and travel. In-county mileage reimbursement shall be included in the \$2,000.00 travel allocation. If a Board member elects not to use his or her full allocation, the Board, as a body, may designate the intended or actual unused funds to other Board members for travel and conference. Unused travel funds will not be carried forward.

Members of the Board who have been designated or elected as an officer or delegate to a regional or state organization of which the Santa Cruz County Board of Education is a member, shall be allocated an additional \$1,000.00 each fiscal year against which reimbursement shall be separately monitored. The allocation shall coincide with the Board member's term of office on the regional or state organization.

If travel is expected to involve costs to the County Office of Education other than mileage, a Travel Request Form shall be prepared by the Board member and shall include a detailed cost estimate. The County Superintendent of Schools shall approve the Travel Request form as appropriate.

Board members are encouraged to submit all travel claims and mileage reimbursement claims no later than the month following approved travel.

Legal References: E.C. §§ 1090(a)(4), 1090(b), 1090(d), 1090(e), 1081, 1096

*Adopted 4/17/2014*